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# Dade County Public Schools and Dade County School Maintenance Employee Committee (1990)

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# Dade County Public Schools and Dade County School Maintenance Employee Committee (1990)

**Location**

Dade Co., FL

**Effective Date**

10-1-1990

**Expiration Date**

9-30-1993

**Number of Workers**

1032

**Employer**

Dade County Public Schools

**Union**

Dade County School Maintenance Employee Committee

**NAICS**

61

**Sector**

Local government

**Item ID**

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**Comments**

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# CONTRACT

between the  
DADE COUNTY PUBLIC SCHOOLS  
and the  
DADE COUNTY SCHOOL MAINTENANCE  
EMPLOYEE COMMITTEE

Effective October 1, 1990 through September 30, 1993

(Crafts + trades)

**Dade County Public Schools**  
*giving our students the world*

1450 N.E. 2nd Ave  
MIAMI, FLA.

33132



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Vice-Chairperson

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Chief Negotiator

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EMPLOYEE COMMITTEE BARGAINING TEAM**

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Co-Chief Negotiator and DCSMEC President  
Business Agent, Plumbers Local Union 519

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Business Agent, DCSMEC

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Mr. David Cleveland  
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Asbestos Workers  
Local Union 60

Mr. Charles Coats  
Employee Representative

Mr. George Collins  
Employee Representative

Mr. Paul Cyman  
Training Coordinator  
South Florida Carpenters  
District Council

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Local Union 365

Mr. Arthur Fernandez  
Business Manager  
Electricians Local Union 349

Mr. Robert Layne  
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Mr. Harley McDougal  
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Mr. Robert McLachlan  
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Business Manager  
IBEW Local 349  
District Council

Mr. Joseph Solary  
Business Agent  
Local Union 725

Mr. Paul Villegas  
Employee Representative

Mr. Donald Williams  
Employee Representative

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## ARTICLE I -- GENERAL PURPOSES

Section 1. Meeting the education needs of the children, youth, and adults of Dade County requires the full and effective, cooperative effort of all members of the staff of the Dade County Public Schools, hereinafter called DCPS.

Section 2. The School Board of Dade County, Florida, hereinafter called School Board, and the Dade County School Maintenance Employee Committee, hereinafter called DCSMEC, recognize and declare that quality service is necessary to provide a quality education for the students of DCPS which is their aim, and it is the intent and purpose of the parties hereto that this agreement shall promote and insure a spirit of confidence and cooperation between the School Board and its employees.

Section 3. The School Board and the Superintendent of Schools, hereinafter called the Superintendent, have the constitutional and statutory authority, respectively, for the operation of DCPS in addressing the education needs of DCPS.

Section 4. It is the purpose of this agreement to provide, where not otherwise mandated by Constitution, Statute, or the DCPS Rules Book for the salary structure, fringe benefits and employment conditions of the employees covered by this agreement, to prevent interruption of work and interference with the efficient operation of the DCPS system and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences, and the promotion of harmonious relations between the School Board and DCSMEC.

## ARTICLE II -- DEFINITIONS

Terms used in this agreement shall be defined as follows:

Section 1. School Board -- The School Board of Dade County, Florida, the duly elected board established under Section 230.03(2) which has the responsibility for the organization and control of the public schools of Dade County.

Section 2. DCSMEC -- Dade County School Maintenance Employee Committee which has been granted the right to represent exclusively the members of the bargaining unit.

Section 3. Contract -- The document which delineates the wages, hours and terms and conditions of employment which were mutually agreed to as the result of collective bargaining.

Section 4. Unit -- That group of employees determined by the employer and DCSMEC and approved by the Florida Public Employees Relations Commission (PERC) to be appropriate for the purpose of collective bargaining as set forth in Appendix A.

Section 5. Work Location -- The responsibility center to which an employee has been assigned, as designated by the Executive Director for Facilities Operations.

Section 6. Rules -- Rules established by the School Board, under authority granted by state law.

Section 7. Certification -- Refers to the designation by PERC of an employee organization as the exclusive representative of the employees in an appropriate bargaining unit.

Section 8. PERC -- The Public Employees Relations Commission created by Section 447.003, Florida Statutes.

Section 9. Exclusive Bargaining Agent -- The agent recognized by the public employer and certified by PERC as that designated or selected by a majority of public employees as their exclusive representative for purposes of collective bargaining.

Section 10. Superintendent -- The secretary and executive officer of the Dade County School Board who is responsible for the administration of the schools and for supervision of instruction in the Dade County Public Schools.

Section 11. State Regulations -- That body of regulations adopted by the State Board of Education and the Department of Education of the State of Florida to clarify and implement state statutes which relate to education in the State of Florida.

Section 12. Collective Bargaining -- The performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning the determination of the wages, hours of work, and terms and conditions of employment.

Section 13. Working Hours -- Those specified hours when employees are expected to be present and performing assigned duties.

Section 14. Work Day -- The total number of hours an employee is expected to be present and performing assigned duties.

Section 15. Emergency -- Any situation which is not routine or generally anticipated as determined by the Superintendent of Schools or his designee.

Section 16. Job Classification -- The grade or classification in which the employee is currently assigned.

Section 17. Fiscal Year -- July 1 of one year through June 30 of the following year.

Section 18. Strike -- The concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the Dade County School Board, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or conditions of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage, the establishment of strike funds.

Section 19. Bureau -- The administrative unit to which departments and sections are administratively responsible.

Section 20. Department -- An operational unit within a division.

Section 21. Job Description -- The written document describing the duties, responsibilities, and qualifications of the job.

Section 22. Administrative Directives -- Directives promulgated by the Superintendent and his administrative staff.

Section 23. Established Practice -- A practice which has gained acceptance through use.

Section 24. Job Assignment -- The school center or other location to which an employee is instructed to report to work by the administrative superior.

Section 25. Immediate Supervisor -- The administrative officer immediately superior to the foreman, general foreman, trade master and area general foreman.

Section 26. Unauthorized Absence -- Failure of an employee to give notice of absence may be regarded as unauthorized leave. Upon reporting back to work, the employee shall be apprised of the unauthorized leave status. However, if the employee demonstrate that there were extenuating circumstances (e.g., hospitalization or serious emergency), then consideration must be given to changing the status of the leave. Only the Executive Director for Facilities Operations (or designee) has the authority to change an unauthorized leave. However, nothing herein precludes requested leave being determined to be unauthorized where the employee does not have available sick or sufficient personal leave.

### ARTICLE III -- RECOGNITION

Section 1. Pursuant to the action of the School Board on August 6, 1975 and, pursuant to the order of PERC 8H-RA-754-1188 dated December 10, 1975, the School Board recognizes DCSMEC as the sole and exclusive representative of the employees within the bargaining unit covered by this agreement for the purpose of collective bargaining in respect to wages, hours, terms and conditions of employment of the School Board employees fully described in Appendix A.

Section 2. The School Board or the Superintendent of Schools has the authority to designate positions to be managerial or confidential within the meaning of the Public Employee Relations Act. If such a designation is made, the position shall be excluded from the DCSMEC unit until such time as the designation of the School Board or the Superintendent is reversed by PERC.

#### ARTICLE IV -- EMPLOYER RIGHTS

The provisions of this contract are not to be interpreted in any way or manner to change, amend, modify, or in any other way to delimit the exclusive authority of the School Board and the Superintendent for the management of the total school system and any part of the school system. It is expressly understood and agreed that all rights and responsibilities of the School Board and Superintendent, as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, state regulations, and School Board Rules, shall continue to be exercised exclusively by the School Board and the Superintendent without prior notice or negotiations with DCSMEC, except as specifically and explicitly provided for by the stated terms of this contract. Such rights thus reserved exclusively to the School Board, the Superintendent, and their designated representatives, by way of illustration and not by way of limitation, include the following: selection, promotion, assignment, and transfer of employees; the evaluation of performance of employees; the separation, suspension, dismissal, and termination of personnel for just and good cause; the designation of the organizational structure of the DCPS; and the lines of administrative authority of DCPS.

It is understood and agreed that management possesses the sole right, duty and responsibility for operation of the schools and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the agreement. These rights include, but are not limited to, the following:

- Discipline or discharge of any employee for just and good cause.
- Direct the work force.
- Hire, assign and transfer employees. Transfer of journeymen and apprentices will be in location only, not in job classification, unless mutually agreed upon by both the employee and the Dade County Public Schools.
- Determine the missions of the Board agencies.
- Determine the methods, means, number of personnel needed or desirable for carrying out the Board's missions.
- Introduce new or improved methods or facilities.
- Change existing methods or facilities.
- Relieve employees because of lack of work.
- Contract out for goods or services.
- Such other rights, normally consistent with management's duty and responsibility for operation of the Board's services.

## ARTICLE V -- NO-STRIKE PROVISION

DCSMEC hereby agrees, on behalf of its members and all employees of the unit it is  
ified to represent, that it shall not authorize, initiate, or participate in a strike against  
employer. DCSMEC further agrees that neither it nor members of its certified unit shall  
---port, in any manner, a strike against the employer by any other union or group of  
employees, nor establish any overt preparations including, but not limited to, the  
establishment of strike funds as defined in Florida Statutes.

## ARTICLE VI -- GENERAL PROVISIONS

Section 1. DCSMEC and its members agree fully to abide by laws and regulations of the federal and state governments prohibiting discrimination, to support actively and fully the affirmative action policies, programs and plans of the school system, and to act to encourage qualified applicants of all ethnic groups and both sexes to seek available promotional opportunities in DCPS.

Section 2. DCSMEC agrees to represent the interest of all employees in the unit, in accordance with law.

Section 3. Simultaneously with the mailing to members, DCSMEC agrees to provide each Board Member, the Superintendent, the Associate Superintendent for Legislative and Labor Relations and Policy Development, members of the administrative staff, and members of the administrative cabinet with copies of all communications directed to its unit members.

Section 4. Members of the unit will have opportunity to process complaints and grievances under the terms of this contract in accordance with procedures set forth in Article VII.

Section 5. The Superintendent agrees to notify DCSMEC of any proposed amendment or change in any rule, policy, law or statute that will affect in any way the employment conditions of the employees in this unit.

Section 6. Representatives of DCSMEC will be provided opportunity to appear before School Board in public hearings on matters not covered by this contract in accordance with the procedures set forth in Board Rules.

Section 7. Opportunity will be provided for the designated representatives of DCSMEC and the Associate Superintendent for Facilities Management or his/her designated representative to meet periodically at mutually agreeable times on matters of mutual interest and concern, outside the terms of this contract, with meetings to be initiated by either party.

Section 8. DCSMEC agrees that, in the event of a change in its bylaws, the Superintendent shall have the right to review these proposed changes.

Section 9. DCSMEC recognizes that the DCPS has entered into collective bargaining agreements with other labor organizations covering other units of employees and, to the extent required by PERA, will comply with those agreements.



## ARTICLE VII -- GRIEVANCE PROCEDURE

### Section 1. Purpose

It is recognized that complaints and grievances may arise between the employer and any one or more employees concerning the application or interpretation of the terms and conditions of employment as defined in this agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt, and equitable manner so that the efficiency of DCPS may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and the bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his standing with the employer.

The Union has the right not to process grievances of non-dues-paying employees. It is agreed that the bargaining agent reserves the exclusive right to process grievances at any step of the grievance procedure, including arbitration, except that any member of the bargaining unit may process a grievance through representation of his/her own choosing only if the bargaining agent has refused to process the grievance solely because the unit member is not a dues-paying member of the Union. The Union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

### Section 2. Definitions

- A. Grievance -- Formal allegation by an employee or DCSMEC, on behalf of the aggrieved employee, that there has been a violation, misinterpretation, or misapplication of any of the terms and conditions of employment as set forth in this agreement.
- B. Aggrieved Employee(s) -- The employee(s) filing or causing to be filed the grievance.
- C. Bargaining Agent -- The bargaining agent shall mean the employee organization certified as the exclusive bargaining agent, pursuant to Florida Statutes 447.
- D. Days -- As referred to in the time limits herein, days shall mean working days.
- E. Letter of Inquiry -- Request in writing on proper DCPS form to Legislative and Labor Relations and Policy Development seeking clarification of Dade County Public Schools Rules, State Law, or this agreement.

### Section 3. Letter of Inquiry

Either an assistant, region, associate, deputy superintendent, or bargaining agent may send a Letter of Inquiry on stipulated Letter of Inquiry Form to the Associate Superintendent for Legislative and Labor Relations and Policy Development for the purpose of seeking a clarification of Dade County Public Schools Rule, State Law, and/or terms and conditions of employment as set forth in this agreement.

Legislative and Labor Relations and Policy Development shall respond, whenever possible, within ten working days of receipt of the Letter of Inquiry. If the interpretation of the Letter of Inquiry is not satisfactory, a formal grievance may be filed.

#### Section 4. Procedures

The aggrieved employee, with or without the Union representative, shall discuss the problem or dispute with the immediate supervisor within five working days of the occurrence resulting in the problem or dispute. Grievance forms shall be made available at all maintenance yards.

STEP I -- If, after discussion with the immediate supervisor, the problem has not been resolved, a grievance shall be offered, in writing, stating specifically the article, section, and language alleged to have been violated, misinterpreted, or misapplied, by the employee or DCSMEC on behalf of the aggrieved employee within ten working days, to the appropriate immediate supervising administrator who will have five working days to render a decision. A grievance decision shall not be rendered prior to the employee or DCSMEC being given the opportunity to participate in a grievance conference. Copies of the decision shall be sent immediately to the employee and DCSMEC. The grievance shall be on the proper form for this step.

STEP II -- If the grievance or dispute has not been satisfactorily resolved in Step I, the aggrieved employee or DCSMEC, on behalf of the aggrieved employee, may appeal the grievance to the Immediate Director or appropriate administrator within ten working days after the appropriate administrator response is due. A grievance decision shall not be rendered prior to the employee or DCSMEC being given the opportunity to participate in a grievance conference. The grievance shall be on the proper form for this step.

The Immediate Director or appropriate administrator shall respond in writing within ten working days.

STEP III -- If the grievance has not been satisfactorily resolved in Step II, the aggrieved employee or DCSMEC, on behalf of the aggrieved employee, may submit the grievance to the Associate Superintendent for Facilities Management within ten working days after the Immediate Director or appropriate administrator response is due. A grievance decision shall not be rendered prior to the employee or DCSMEC being given the opportunity to participate in a grievance conference. The Associate Superintendent for Facilities Management shall respond within ten working days. The grievance shall be on the proper form for this step.

Nothing herein shall be construed to deny DCSMEC the right to file a grievance in its own behalf, where it is alleged that the rights of DCSMEC as specified in this agreement have been denied.

The parties acknowledge that multiple grievances may be combined with the mutual agreement of the employer and DCSMEC.

## Section 5. Arbitration

If the decision of the Associate Superintendent for Facilities Management has not satisfactorily resolved the grievance, DCSMEC may request arbitration, in writing, to the Associate Superintendent for Legislative and Labor Relations and Policy Development, no later than 15 working days after the rendering of the decision, or the expiration of the time for rendering of the decision by the Associate Superintendent for Facilities Management. Upon receipt of request for arbitration and, in no event later than 15 working days, the Associate Superintendent for Legislative and Labor Relations and Policy Development shall set in motion the necessary procedure to expedite an early hearing by the Arbitrator.

At the Arbitration Hearing, the aggrieved employee shall be accompanied by the DCSMEC employee representative and such additional non-employee Union representatives as DCSMEC deems appropriate. The Arbitrator shall render his decision no later than 30 days after the conclusion of the final hearings. Such decision shall be final and binding and made in accordance with the jurisdictional authority under this agreement. Copies of the award shall be furnished to both parties.

**SELECTION:** The Arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with the rules established by the American Arbitration Association.

**POWERS:** The Arbitration Award shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue submitted. The Arbitrator shall limit his decision to the application and interpretation of this agreement and the Arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this agreement. The costs of the services of the Arbitrator shall be equally shared by both parties to this agreement. Where, in accordance with Section 1 of this Article, a bargaining unit member (not the Union) has processed a grievance through arbitration, the cost of the services of the Arbitrator shall be shared equally by the employer and the bargaining unit member.

Suspensions, dismissals and reductions in grade shall be dealt with in Article XI.

## ARTICLE VIII -- UNION REPRESENTATIVES

Section 1. DCSMEC has the right to select not more than 26 employees from within the bargaining unit, as herein defined, to act as employee representatives. Additional employee representatives may be designated by mutual agreement of the parties. Names of employees selected shall be certified, in writing, to the Associate Superintendent for Legislative and Labor Relations and Policy Development by DCSMEC. It is agreed to and understood by the parties to this agreement that employee representatives may, without loss of pay, with prior approval of their supervisor, process grievances. It is agreed to and understood by DCSMEC that employee and/or Union representatives shall process grievances in such a manner as to not disrupt normal Board activities and services. Approval shall not be arbitrarily withheld.

Any time spent processing grievances shall be recorded by out and in time card entries, and initialed by the immediate supervisor. No DCPS vehicle shall be used in collective bargaining and the processing of grievances, and any travel for this purpose, shall be at the expense of the employee representative and/or DCSMEC.

Section 2. Non-employee representatives, i.e., non-employee DCSMEC representatives, shall be certified, in writing, to the Associate Superintendent for Legislative and Labor Relations and Policy Development by DCSMEC. DCSMEC agrees that activities by the Union representative shall be carried out in such a fashion as not to interfere with normal work periods. Non-employee representatives shall not contact employees, including representatives, during regular working hours, without the approval of the Executive Director for Facilities Operations. Approval shall not be arbitrarily withheld.

Section 3. The employee representative shall not be laid off while there are employees in his classification still employed. An employee representative may, however, be discharged for good cause after notice in writing is sent to DCSMEC two full working days prior to such intended discharge.

In the event the employee representative, who has been bypassed in a layoff under this provision, ceases to be an authorized employee representative and the layoff is still in effect, the employee would be laid off and the most senior employee on layoff in that classification will be recalled.

## ARTICLE IX -- WORKING CONDITIONS

### Section 1. Work Scheduling

The standard number of working hours during any standard work week will normally be 40 hours without a reduction in the current established biweekly wage rate.

- B. The normal work week shall consist of no more than five consecutive days (Friday - Thursday) at the regular rate of pay. Saturdays and Sundays are not considered as regular work days. The normal work day shall be any consecutive eight-hour period between 6:30 a.m. and 5:30 p.m.

Work scheduling will not be altered solely for the purpose of avoiding the payment of overtime.

It is understood and agreed to that should it become necessary to establish a regular work schedule which includes Saturdays, negotiations may be reopened for the sole purpose of negotiating the impact of this decision. It is understood that these negotiations will precede the implementation of the decision.

Work schedules will not be altered by changing the number of hours per week to avoid the payment of overtime. Work schedules may be altered due to emergency conditions or factors beyond the Board's control.

The right to utilize the four-day, ten-hour work schedule is expressly reserved to management and adoption of such schedule for any employee shall not be considered an avoidance of overtime.

Such schedule shall be for four consecutive days. Wherever a ten-hour schedule is adopted, the work day shall consist of ten consecutive hours exclusive of the meal period.

This schedule change may be implemented by the Board after notification to the Union. Employees affected by a change in their work week shall be given not less than two weeks notice of the change in schedule. Such changes in schedule may be designated by the Executive Director for Facilities Operations and shall not be arbitrary. A unit employee may request and be considered for a four-day, ten-hour work schedule.

Such requests shall be made in writing to the Executive Director for Facilities Operations with a copy to the employee's supervisor.

In addition to the foregoing, the Superintendent may direct all members of the DCSMEC bargaining unit be immediately placed on a four-day, ten-hour work schedule in the event the Superintendent has declared an emergency.

- C. Employees shall be entitled to two days off at the completion of the standard work week.
- D. Where weekend work is a practice, the Board shall make every effort to rotate schedules to distribute weekend assignments equally.
- E. Employees required to report to work prior to the established starting time required to work after the scheduled work day, shall be paid at the rate of one and one-half the regular straight time rate of pay. Employees required to work in excess of the normal 40-hour work week shall be paid at the rate of one and one-half the regular straight time rate of pay.

Employees called back to work shall be guaranteed at least four hours pay provided such work does not immediately precede or extend the employee's regularly assigned work schedule. An employee required to work two hours or more beyond the normal work day shall be allowed one-half hour for meal time with pay. An employee required to work at least three hours before normal starting time shall be allowed one-half hour meal time with pay provided he/she completes his/her normal shift. If call-back work immediately precedes the normal work day, the four-hour guarantee shall not apply.

Compensatory time off and the rate(s) of pay for employees who weekly perform two or more DCPS jobs shall be governed by the Fair Labor Standards Act and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.

- F. Call-Back and Holdover Personnel and Emergency Conditions that Result in School Closings
  - 1. When it is necessary for the Department to require employees to return to work, the Department agrees to compensate the employee for a minimum of four hours pay at the established rate of one and one-half times normal salary.
  - 2. When call-back is necessary during emergency conditions which result in school closings as determined by the Superintendent, unit members who are called back shall be compensated at an established rate of two times normal salary for the call-back time worked. Notification for call-back shall be through personal contact, telephone contact, or mailgram. Full-time employees released from reporting to work shall be compensated at their normal rate of pay. Full-time employees who fail to report to work after a call-back shall not be compensated for the days schools are closed due to the emergency conditions.
- G. To create a pool of employees who will be available for response to emergency service requirements during off-hours, the Executive Director for Facilities Operations may, at his/her discretion, establish a category of duty designated "standby" for any of the trade classifications within the unit.

Inclusion in the standby pool shall be voluntary to the employees, and assignments shall be rotated by roster among those who elect to participate. Employees designated for standby duty for a specific period will be required to supply a telephone number where they will be available, and to respond to emergency work as assigned. It is understood that such work assignments in high crime areas, as determined by the appropriate director, shall be handled by a two-employee crew.

Standby status shall be recorded separate from regular working hours and shall not be a factor in any overtime calculation. Employees agreeing to be available for standby will be paid one hour at the employee's regular straight time rate for weeknights, and two hours for Saturdays, Sundays, and holidays. The right to utilize the standby category is expressly reserved to management, and adoption of such category for any employee shall not be considered an alteration of work scheduling to avoid the payment of overtime.

If an employee is called in to work from standby status, overtime entitlement shall begin when the base or work location is reached, and all provisions of Article IX, Section 1. E. shall apply. If a standby obligation remains following completion of the emergency response, the employee shall resume standby status until the standby period is completed.

This duty category may be implemented by the Board after notification to the bargaining unit, and publication of Internal Procedure No. 12-220 by the Director of Maintenance.

A modified work day schedule (i.e., beginning and ending times adjusted, but not overall daily working hours) may be implemented for full-time employees in which a shift of any consecutive eight or ten-hour period between 12:30 p.m. - 11:00 p.m. shall be established. Employees assigned to the modified work day schedule will be selected in the following priority order:

1. Voluntary -- Employees who volunteer for the modified work day schedule and are chosen based on district-wide seniority in job classification and who may opt to return to their previously assigned shift after completion of a 90-calendar day assignment; and,
2. Mandatory -- Employees who are required to work the modified workday schedule will be chosen based on inverse district-wide seniority in job classification. No permanent employee shall be required to work such schedule more than 13 work weeks per calendar year.

When work occurs in areas covered by Special Investigative Unit (SIU) patrols, SIU will be notified that the work is taking place.

Employees working the modified schedule shall receive a ten percent per hour salary differential for all classifications.

Saturdays and Sundays are not considered regular work days.

- I. Employees may, on a voluntary basis, request to work an alternative four-day, ten-hour work schedule that includes Saturdays. Employees working on such schedules shall be paid as follows: 12 percent per hour salary differential for all hours worked. Overtime shall be paid for all hours worked before and after their ten-hour work schedule and for all hours worked in excess of 40 per week pattern of unacceptable Saturday work attendance, as determined by manager may result in work schedule reassignment.

Employees placed on the alternative four-day, ten-hour work schedule shall be chosen on the basis of seniority. They may opt to return to their regular work schedule after completion of a 90-calendar day assignment in this alternative schedule.

## Section 2. Job Requirements

Subsequent to initial appointment, the employer has the right to place additional employment requirements on any job classification. For those employees already on the job, the costs of such additional requirements shall be borne by the employer. New employees shall assume costs of all eligibility requirements.

## Section 3. Change in Work Location

A change in work location may be designated by the Executive Director for Facilities Operations. Such changes in work location shall not be arbitrary. A unit employee may request and be considered for a change in work location. A unit employee seeking a change in work location will request it in writing to the Executive Director for Facilities Operations.

All vacancies which occur in job positions which are part of this bargaining unit shall be posted within the departments with notice sent to DCSMEC.

An employee seeking to be reassigned to a vacancy shall request it, in writing, to the appropriate director, with a copy to his/her supervisor.

Employees may request a transfer if they have been in their current work location at least six months, have had no written reprimands (as a result of violations of any School Board rule, contract provision, departmental regulation or policy) during the six month period prior to transfer request, and have successfully completed their probationary period.

Vacancies will be filled on the basis of qualifications, experience, and seniority.

Unit employees may be assigned to work locations as workload, staffing, and administrative requirements dictate. Changes in work location may be grievable, but shall not be arbitrable.

Transfer/Location Preference Requests will be held active in the Office of Personnel Management and Services for a period of six months from the date of request. employees may request and receive one work location transfer per fiscal year.



#### Section 4. Layoffs and Re-employment

The employer may lay off whenever it appears that financial considerations require layoff or whenever there is a diminished need for employee services. Employees shall be laid off each affected job classification by inverse order of seniority in that job classification; employees shall be recalled in inverse order of layoff, the first to be laid off shall be the first to be recalled.

No new employees in affected job classifications shall be hired while former employees who are on the laid off list are willing and qualified to accept the jobs available.

In the event of a recall of any classification in a job family, re-employment will be offered to members of that job family who remain on the recall list by DCPS seniority in the job classification of the position to be filled.

An employee cannot be recalled to a position which was classified higher than his/her position at the time of layoff. An employee who is recalled for a lower position than his/her position at the time of layoff and who declines the offered position shall retain his/her recall rights.

Notification of recall or other job recovery options will be furnished by certified mail to the last home address, with a copy to DCSMEC. The employee shall be expected to notify immediately and report within three working days to the new assignment. If an employee fails to report to a new assignment within the three work days, he/she shall be removed from the recall list, and shall be deemed to have forfeited further claim to any recall rights.

The individual next in the recall sequence shall be notified to report to the new assignment, and so on.

Recalled former employees must meet the job qualification requirements existing at the time of layoff in order to be rehired.

Any sick leave forfeited at the time of layoff and termination shall be restored at the time of recall and rehire.

An employee notified for layoff may bump down or an employee laid off may bump back to any job classification which carries a lower designation within his/her craft, or to Trades Helper, provided his/her over-all job family seniority is greater than the employee in the classification whom he/she seeks to replace.

The bumping procedure shall afford the same rights of bumping and recall to any employee who is laid off because he/she was bumped.

Employees on layoff for 12 continuous months will be considered terminated and will lose all recall rights.

## Section 5. Break Time

Break Time -- A normal work day of eight hours will have two 15-minute break periods, one in the A.M. hours and one in the P.M. hours. A normal work day of ten hours will have two 20-minute break periods, one in the A.M. hours and one in the P.M. hours.

## Section 6. Seniority

Seniority shall be defined as the length of continuous service in a job classification an employee has had with the Dade County Public Schools, including all time the employee has been on sick leave, approved leaves of absence, vacation time and layoff up to 12 continuous months each layoff. Seniority shall not be lost if the employee quits or is discharged in accordance with the terms of this agreement, and is rehired within 30 days.

Job classification seniority shall be computed from the actual date the employee first worked in that job classification. If he/she is transferred or promoted to one or more other classifications, he/she shall continue to accumulate seniority in all of the prior classifications in which he/she worked as well as the new one.

Seniority shall not be affected by transfers between work locations or departments within the Bureau of Facilities Management.

Seniority shall be lost if the employee fails to report to recall after layoff (with reasonable time permitted).

Employees in the DCSMEC bargaining unit who are appointed to DCPS executive managerial positions shall continue to accrue seniority and retain bump-back right their bargaining unit positions for the term of this contract.

The DCPS shall quarterly provide the DCSMEC with a list of employees and their seniority status.

## Section 7. Acting Assignments

The Executive Director for Facilities Operations may request of the Associate Superintendent for Facilities Management that an employee be placed in an "acting" position not to exceed 90 calendar days while the permanent position is being filled for purposes of providing supervision for temporary employees. Before any employee is placed in an "acting" capacity, that employee must first meet the minimum qualification requirements of the "acting" position. In the event an employee is placed in a position of "acting" for a period of time that exceeds ten consecutive work days, such employee shall be compensated at the current in-hiring rate for the class to which he/she is acting, retroactive to the first day of the assignment, provided such rate is higher than he/she is currently receiving. The employee shall revert to his/her previous rate of compensation upon termination of such "acting" status.

## Section 8. Temporary Supervision "Project Foreman"

When, at the discretion of the Associate Superintendent for Facilities Management or his/her designee, conditions exist which warrant on-site supervision, a temporary "Project Foreman" will be assigned to provide such supervision in conjunction with normal duties. Personnel so assigned will receive supplemental compensation in accordance with Salary Schedule HO during each day of such assignment, which shall not exceed 90 days, except where otherwise agreed to by DCPS and DCSMEC.

Project Foremen shall continue to receive their assigned Project Foreman pay during holidays, vacation, sick, or personal days until they are relieved of the responsibilities of their positions. The minimum duration of such assignment will be one work day. Such arrangement may be made, changed, or terminated with one work day's notice.

## Section 9. Trades Helpers

- A. All trades helpers may elect to participate in the Trades Helper Career Development Plan. The Trades Helper Career Development Plan will be governed by the Trades Helper/Trainee Career Development Board.
- B. As a general practice, trades helpers will be assigned to work in one trade. However, this does not preclude the Executive Director of Facilities Operations assigning trades helpers to any of the trades when it becomes necessary.
- C. The advancement of trades helpers to trainee level will be governed by the Trades Helper/Trainee Career Development Board whose membership shall consist of four voting members. These voting members will be the Supervisor of Adult Trade and Industrial and Apprenticeship Training in the Office of Vocational, Adult, Career, and Community Education; the Coordinator of Technical Support in the Division of Plant Engineering, Environment, and Quality Control; and, the Executive Director of Facilities Operations. Additionally, a DCSMEC representative and a representative from the Office of Personnel Management and Services may attend Trades Helper/Trainee Career Development Board meetings as observers.
- D. The Trades Helper/Trainee Career Development Board shall meet four times a year for the purpose of reviewing trades helpers' requests for promotion into the Trainee Career Development Plan. Trades helpers will serve their four-month probation period before becoming eligible to appear before the Trades Helper/Trainee Career Development Board and will not be eligible for promotion to trainee level until their probation period has been successfully completed. The effective date of advancement for those trades helpers recommended for promotion to the trainee level by the Trades Helper/Trainee Career Development Board will be the first day of the first pay period following the effective date of promotion.

- E. The Trades Helper/Trainee Career Development Board will meet periodically during the year to conduct Board business. The Trades Helper/Trainee Career Development Board will use the approved Division of Facilities Operations Administrative Procedures for the operation of the Trades Helper Career Development Plan. These procedures will supersede and replace all previous guidelines that were used under the former Trades Helper/Trainee Career Development Plan.

#### Section 10. Trainees

- A. Trainees shall work under the supervision of a journeyman. In the event of an absence of the supervising journeyman, the trainee assigned to that journeyman shall be temporarily assigned to another journeyman in the same trade at the same location. If another journeyman in the same trade is not available at the same location then, at the discretion of the Executive Director for Facilities Operations, the trainee can be either temporarily assigned helper-type duties with any trade at the same location for a maximum of five working days only, or the trainee shall be temporarily reassigned to another location under the supervision of another journeyman. Management shall give affected employees as much advance notice of such reassignments as possible, however, no minimum notice period shall be required in these cases.
- B. All trainees will be hired at Step 1. All trainees will be in the Trainee Career Development Plan. The Trainee Career Development Plan will be governed by the Trades Helper/Trainee Career Development Board.
- C. The advancement of trainees through the Trainee Career Development Plan will be governed by a Trades Helper/Trainee Career Development Board whose membership shall consist of four voting members. These voting members will be the Supervisor of Adult Trade and Industrial and Apprenticeship Training in the Office of Vocational, Adult, Career, and Community Education; the Coordinator of Technical Support in the Division of Plant Engineering, Environment, and Quality Control; and, the Executive Director for Facilities Operations. Additionally, a DCSMEC representative and a representative from the Office of Personnel Management and Services may attend Trades Helper/Trainee Career Development Board meetings as observers.
- D. The Trades Helper/Trainee Career Development Board shall meet four times a year for the purpose of reviewing trainee requests for advancement in the Trainee Career Development Plan. The effective date of those trainees recommended for advancement to a higher step by the Trades Helper/Trainee Career Development Board will be the first day of the first pay period following the Trades Helper/Trainee Career Development Board meeting, unless provisions of Article XIII, F are applicable.

E. The Trades Helper/Trainee Career Development Board will meet periodically during the year to conduct Board business. All trainees must successfully complete their four-month probation at Step 1 before applying to the Trades Helper/Trainee Career Development Board for advancement. The Trades Helper/Trainee Career Development Board will use the approved Division of Facilities Operations Administrative Procedures for the operation of the Trainee Career Development Plan. These procedures will supersede and replace all previous guidelines that were used under the former Trainee Progression Program. The Trades Helper/Trainee Career Development Board is responsible for:

1. Monitoring, recommending, and approving training programs for each trainee.
2. Determining the appropriate step placement of each trainee in the Trainee Career Development Plan. Advancement to the appropriate step in the Trainee Career Development Plan required by the approved Division of Facilities Operations Administrative Procedures.
3. Requiring each trainee to complete the Trainee Career Development Plan within the timeframes specified in approved Division of Facilities Operations Administrative Procedures.
4. Trainees who successfully complete the Trainee Career Development Plan and hold a valid Certificate of Competency from Dade, Monroe, Broward, Palm Beach, or Collier County (or meet the minimum qualifications for an unlicensed Dade County Public Schools journeyman position) are eligible for consideration for priority advancement to an open journeyman position in their respective trade or to a Zone Mechanic position upon the recommendation of the Trades Helper/Trainee Career Development Board. Consideration for priority advancement means that trainees who meet the minimum qualifications for advancement to journeyman or Zone Mechanic will be given the opportunity to apply and be considered for internal advancement, provided they meet the selection criteria, before any journeyman or Zone Mechanic position is advertised to non-DCPS employees. Additionally, if they choose to apply for an advertised position, one additional point on the oral interview rating form will be given per year of service with Dade County Public Schools, up to a maximum of ten points.
5. Any trainee who fails to complete the Trainee Career Development Plan within the allotted timeframe will be subject to administrative action, including reclassification to trades helper position upon the recommendation of the Trades Helper/Trainee Career Development Board. Current employees who have exceeded the timeframes in their job position will meet with the Trades Helper/Trainee Career Development Board to be evaluated and to determine the appropriate training requirements and the timeframe that will be permitted to complete the Trainee Career Development Plan. Current employees who cannot or will not complete the Trainee Career Development Plan will be subject to administrative action.

- F. Trainees participating in a Dade County Public Schools 1440-hour vocational education program will be reviewed under criteria number II, Appendix D (EMPLOYEE ATTENDING FORMAL FOUR-YEAR TRAINING PROGRAM) and must complete the training program within 60 calendar months (five years).
- G. It is the responsibility of the trainee to substantiate and provide documentation enrollment in those training programs approved by the Trades Helper/Trainee Career Development Board and to provide verification of on-the-job training hours upon the request of the Trades Helper/Trainee Career Development Board.
- H. The parties agree to establish a pilot indentured apprenticeship program with the Carpenters' Joint Apprenticeship Committee, the Electricians' Joint Apprenticeship Committee, and the Plumbers' Joint Apprenticeship Committee. A minimum of five employees will be selected by representatives of the parties to participate in each of these apprenticeship programs, which will receive an annual training fee of \$2,500 for each apprentice for each year of the pilot program. By mutual agreement, the parties may subsequently modify the annual training fee and/or expand this pilot program to include additional trades.

#### Section 11. Safety Meetings

Each department will schedule safety meetings as needed. First aid kits shall be provided to all journeymen and shall be maintained as a part of each journeyman's required tools.

#### Section 12. Reimbursement for Travel Within Dade County

All employees who are required to use their personal vehicles to report directly temporary assignments will be eligible for mileage reimbursement in accordance with DCPS regulations. Mileage allowance shall be computed at the maximum allowable rate per mile for distance actually traveled on official business as established in Florida Statutes. All other practices for reimbursing employees for travel within the county are discontinued.

No employee shall transport DCPS shop tools or materials in the employee's personal vehicle.

#### Section 13. Employee Assistance Program

DCSMEC and the Board recognize that a wide range of problems not directly associated with an employee's job function can have an effect on an employee's job performance and/or attendance.

DCSMEC and the Board agree that assistance will be provided to such employees through the establishment of an Employee Assistance Program. The Employee Assistance Program is intended to help employees and their families who are suffering from such persistent problems as may tend to jeopardize an employee's health and continued employment. The program goal is to help individuals who develop such problems by providing for consultation, treatment, and rehabilitation to prevent their condition from progressing to a degree which will prevent them from working effectively.

Appropriate measures will be taken to insure the confidentiality of records for any person admitted to the program, according to established personnel guidelines and federal regulations.

Guidelines for the Employee Assistance Program, by reference, are made a part of contract.

**Employee Rights:** Job security will not be jeopardized by referral to the Employee Assistance Program, whether the referral is considered a voluntary referral in which an employee elects to participate in the program, or a supervisory referral in which a supervisor uses adopted guidelines to refer an employee into the program.

An employee has the right to refuse referral into the program and may discontinue participation at any time. Failure by an employee to accept referral or continue with treatment will be considered in the same manner as any factor that continues to affect job performance adversely.

#### Section 14. Temporary Employment

To meet temporary peak workload needs, the Executive Director of Facilities Operations may recommend the use of "Temporary" positions to the Associate Superintendent for Facilities Management or designee. All such recommendations shall be submitted to the Union in writing (defining the scope of the project, the projected personnel requirements, and timeframe for completion) for its review and comment prior to implementation.

tradesmen employed under this provision will be designated as "Temporary Journeyman (Mechanic II)". The Temporary Journeyman will possess a valid Certificate of Competency as a Journeyman in the specified trade, issued by Dade County, if such certification is customarily available for that trade.

The total number of temporary employees shall not exceed 25 percent of the total number of permanent journeyman positions, except where otherwise agreed to by representatives of the parties.

Wages for Temporary Journeyman will be the straight-time, hourly rate for the appropriate trade classification, as published in the Salary Schedule "H1".

Each employee's work week may include any five consecutive days. The work week may include Saturday as a regular work day.

Each employee will report directly to the assigned job site, and will be required to furnish and maintain a set of hand tools customary to the trade. Other tools, equipment, and supplies will be furnished by DCPS.

Temporary employees will be hired for the duration of a project, shall be subject to a four-month probationary provision, and then considered as full-time employees for the duration of their employment project. When a project continues into the next fiscal year, the continued employment of project employees is subject to the management decision to reappoint any or all such employees. A management decision not to reappoint shall be

reappoint any or all such employees. A management decision not to reappoint shall be grievable but shall not be arbitrable. These employees following the probationary period will be entitled to all rights and benefits provided for full-time permanent employees in this agreement, except that termination due to expiration of the employment project shall not be subject to appeal. Personnel terminated due to project expiration will not retain rights of rehiring.

The performance of each employee will be evaluated at the end of the employment period for the purpose of possible future employment. Priority consideration for advancement to permanent journeyman positions will be given to DCPS trainees who successfully complete the Trainee Career Development Plan and hold a valid Certificate of Competency, pursuant to Article IX, Section 10, E.4.

Supervision will be provided by DCPS. Acting Foremen will be selected from permanent full-time journeymen to supervise temporary personnel and select and deliver necessary parts, materials, and non-personal tools to the job site.

Where the project assignment hours are in excess of the normal workday, the Acting Foremen will be required to work overtime and will be compensated in accordance with the salary schedule provisions of this contract. Acting Foreman assignments will be rotated.

Employees will be selected by DCPS from the current applicant pool. DCSMEC shall have the right to refer applicants for consideration. Each applicant selected will be required to meet current employment standards, and will be required to submit evidence of a current physical examination as a condition of employment.

#### Section 15. Health Services/Physical and Psychological Examinations and Tests

- A. The cost of all physical, psychological, or psychiatric tests or examinations taken by employees at the request or order of the Superintendent or his/her designee, except those examinations or tests which are prerequisite of initial employment, shall be borne by the Board.
- B. At all times the choice from among state-licensed physicians, psychologists, or psychiatrists shall be made by the employee from a list provided by the employer. No employee shall be compelled to submit to any test or examination not required of all employees of that classification without reasonable cause for the need for such examination expressed in writing by the Superintendent or his/her designee.
- C. An employee shall have the right to seek an additional opinion or judgment from among state-licensed physicians, psychologists, or psychiatrists of the employee's choosing. The cost shall be borne by the employee. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the employee.
- D. Employees will be examined or tested on the Board's time when directed to do so at the Board's expense in combination with the employee's insurance, if applicable.



- E. Drug-Free Work Place General Policy Statement -- Dade County Public Schools and DCSMEC recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. Dade County Public Schools and DCSMEC share a commitment to solve this problem and to create and maintain a drug-free work place.

Dade County Public Schools is responsible for the instruction and well-being of the students entrusted to its care. A consistent message needs to be communicated to Dade County Public Schools students: the use of illegal drugs, the abuse of alcohol, and the misuse of prescription drugs is unacceptable.

1. Policy Objectives

- a. To promote a healthy, safe working and learning environment.
- b. To seek the rehabilitation of employees with a self-admitted or detected substance abuse problem.
- c. To eliminate substance abuse problems in the work place.
- d. To provide a consistent model of substance-free behavior for students.
- e. To provide a clear standard of conduct for Dade County Public Schools employees.
- f. To hire drug-free employees.

2. Policy Statement - Illegal Drugs

Drug abuse by employees interferes with the educational and work process, and compromises the safety and well being of staff and students. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- a. Employees on duty or on School Board property will not manufacture, distribute, dispense, possess or use illegal drugs, nor will they be under the influence of such drugs.
- b. Employees on or off duty will not influence students to use or abuse illegal drugs.
- c. An employee convicted of any criminal drug statute violation occurring in the work place shall notify Dade County Public Schools no later than five days after such a conviction.

3. Policy Statement - Alcohol and Prescription Drugs

Alcohol, prescription and over-the-counter drugs are legal and readily available. Generally safe and acceptable, these drugs, when abused over time or used in combination with one another, can result in chemical dependency or poly-drug addiction. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- a. Employees on duty or on School Board property will be free of intoxication from alcohol. Further, employees will not manufacture or use alcoholic beverages while on School Board property or on duty.
- b. Employees on duty will not use or take prescription drugs above the level recommended by the prescribing physician, and will not use prescribed drugs for purposes other than what the prescribed drugs were intended. In addition, the employee will not distribute or dispense such drugs, except as provided in School Board Rule 6Gx13-5D-1.021, School Health Services Program.

4. Policy Statement - Employee Physical Examinations/Screening/Health Services.

In order to establish and support a clear standard of conduct for employees, Dade County Public Schools adheres to the following provisions:

- a. Drug screening will be included in all physical examinations required under existing labor contracts, statutes, and Board Rules.
- b. Circumstances under which testing may be considered include, but are not limited to, the following:
  - (1) Observed use of illegal drugs and/or abuse of alcohol during work hours;
  - (2) Apparent physical state of impairment of motor functions;
  - (3) Marked changes in personal behavior on the job not attributable to other factors; and,
  - (4) Employee involvement in serious or repetitive accidents on the job causing personal injury to self or others and/or significant property damage.
- c. Drug and/or alcohol screening shall be conducted by Board-approved, independent, certified laboratories utilizing recognized techniques and procedures as described in the Dade County Public Schools Drug-Free Work Place Technical Guide, which is incorporated by reference into this contract, and made a part thereof. The protocol for drug screening shall include a split sample and chemical

immunoassay screening procedure. In the event initial test results are screened positive, such results will be confirmed and verified by the Gas Chromatography Mass Spectrometry (GC/MS) test.

- d. Medical records, and information relating directly thereto, will be maintained in strict confidentiality. Any laboratory contract shall provide that the contractor's records are to be kept confidential under provisions of Florida laws. DCPS shall establish a system of maintaining records to include both the district's and the contractor's record of applicant and employee urinalysis and blood alcohol results.

The contract and the record maintenance system must have specific provisions that require that employee records are maintained and used with the highest regard for employee privacy consistent with Florida's Public Records Act and the purpose of achieving and maintaining a drug-free work place.

- e. Dade County Public Schools recognizes that chemical dependency is an illness that can be successfully treated. It is the policy of Dade County Public Schools, where possible, to seek rehabilitation of employees with a self-admitted or detected drug problem. Disciplinary action may be instituted against employees who the Board believes will not be assisted by rehabilitation or who have negatively impacted students and/or staff. Employees who have previously been referred for assistance or employees unwilling or unable to rehabilitate may be subject to appropriate action, pursuant to School Board policy, applicable Florida Statutes, State Board of Education Rules, and applicable provisions of collective bargaining agreements.

(5) Policy Statement - Pre-employment Drug Screening

- a. Dade County Public Schools will require pre-employment drug screening of applicants in the manner set forth in the Drug-Free Work Place Technical Guide.
- b. Applicants will be referred to Board-approved, independent, certified laboratories utilizing recognized techniques and procedures, as described in the Drug-Free Work Place Technical Guide.
- c. Specimens collected will not be used to conduct any other analysis or test unless otherwise authorized by law.
- d. Applicants will be informed in advance of the requirement of a negative drug screen as a condition of employment. Applicants testing positive will not be eligible for employment by Dade County Public Schools for one year from the date of the test. Applicants for designated positions will be informed of the requirement of screening

as a part of all annual physical examinations required after employment, under existing labor contracts, statutes, and Board Rules, except as otherwise provided.

#### Section 16. Tobacco-Free Work Places

The parties seek to foster the health and safety of all Dade County Public School employees, students and visitors.

Smoking poses a significant risk to the health of the smoker. It can damage sensitive technical equipment and can be a safety hazard. In sufficient concentrations, side-stream smoke can be hazardous to nonsmokers in the work environment. It may be harmful to individuals with heart and respiratory diseases or allergies related to tobacco smoke. Use of other tobacco products also poses a significant risk to the health of the user.

Smoking is a complex behavioral action which has some properties of both a psychological and physiological addiction. Many individuals need assistance to eliminate smoking from their lives.

Use of tobacco products is prohibited in areas where students are located or where there is sensitive or hazardous material.

Use of tobacco products will be prohibited on School Board owned/leased properties and vehicles as of July 1, 1991.

All current and potential employees will be informed of the Dade County Public School tobacco-free work place policy, as described in the DCPS Tobacco-Free Workplace Technical Guide, which is incorporated by reference into the contract and made a part thereof.

## ARTICLE X -- CLASSIFICATION APPEAL

Whenever an employee or DCSMEC has just cause to question a classification, the employee or DCSMEC may apply for a review of the classification in writing to the department head, using the proper form.

Such request, commented upon by the department head, shall be forwarded to the Office of Personnel Management and Services by the employee's department head, within 20 working days of receipt of request.

Within three working days of such receipt by the Office of Personnel Management and Services of request of reclassification, the Office of Personnel Management and Services shall render a decision.

If the employee or DCSMEC is not satisfied with the decision, the employee or DCSMEC may, within ten working days, request a hearing by the Deputy Superintendent for Personnel Management and Services. At the hearing, the employee or DCSMEC may be accompanied by a representative of his/her choosing and may produce any documents and evidence to support the claim for reclassification. The Deputy Superintendent for Personnel Management and Services will explain the basis for the decision in the event the request is denied. The Deputy Superintendent for Personnel Management and Services shall hold such hearing within 30 days of the request.

The decision of the Deputy Superintendent for Personnel Management and Services shall be final, and shall not be subject to a grievable, litigable or reviewable process.

## ARTICLE XI -- DISCIPLINARY ACTION

### Section 1. Notification

Whenever an employee violates any rule, regulation, or policy, that employee shall be notified by his/her supervisor, as soon as possible, with the employee being informed the rule, regulation, or policy violated. Every effort shall be made to have an informal discussion with the employee, prior to the issuance of any disciplinary action.

There shall be no evaluation statement or reprimand placed in an employee's personnel folder unless the employee has first been given a copy.

An unauthorized absence for three consecutive work days, which is not reported via the Division of Facilities Operations call-in service, shall be evidence of abandonment of position, and unauthorized absences totaling ten or more work days during the previous 12-month period shall be evidence of excessive absenteeism. Either of the foregoing shall constitute grounds for which the School Board may terminate employment. Absences due to emergencies will be given full consideration. An employee recommended for termination under this provision shall have the right to request of the Deputy Superintendent for Personnel Management and Services a review of the facts concerning the unauthorized leave. Such right shall exist for a period of ten working days after first being notified by the Executive Director for Facilities Operations.

The employee shall have the right to request Union representation in disciplinary action and shall be informed of this right.

### Section 2. Dismissals, Suspensions, Reductions-in-Grade

Employees dismissed, suspended, or reduced in grade shall be entitled to appeal such action to an impartial Hearing Officer. The employee shall be notified of such action and of his/her right to appeal by certified mail. (The employee shall have 20 calendar days in which to notify the School Board Clerk of the employee's intent to appeal such action.) The Board shall appoint such an impartial Hearing Officer who shall set the date and place mutually agreeable to the employee and the Board for the hearing of the appeal. The Board shall set a limit, at which time the Hearing Officer shall present the findings. The findings of the Hearing Officer shall not be binding on the Board, and the Board shall retain final authority on all dismissals, suspensions, and reductions-in-grade. If the employee is not employed during the time of appeal of such dismissal or suspension and if reinstated by the Board action, the employee shall receive payment for the days not worked, and shall not lose any longevity or be charged with a break in service due to said dismissal or suspension.

### Section 3. Cause for Suspension

In those cases where any employee has not complied with Board policies and/or department regulations, but the infraction is not deemed serious enough to recommend dismissal, the department head may recommend suspension up to 30 calendar days without pay. All suspensions must be approved by the Superintendent.

## ARTICLE XII -- LEAVES, VACATIONS, AND HOLIDAYS

### Section 1. Voting Leave

Board agrees to allow, whenever possible, an employee who is a registered voter a reasonable amount of time off (not to exceed one hour) with pay, to vote in each local and general election. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling such time off.

The employee may be required to show proof of registration prior to being granted voting leave.

### Section 2. Military Leave

- A. A full-time regular employee of The School Board of Dade County, Florida may be granted a military leave of absence provided that the employee is recalled to active service from a reserve status. The employee who is recalled for annual military responsibility will receive up to 17 calendar days with pay.
- B. Employees in the DCSMEC bargaining unit who have been scheduled for U. S. military service-related health assessment as a result of exposure to herbicides in the course of Vietnam service shall be granted leave with pay for such assessment, not to exceed five work days. Documentary evidence from an appropriate military/governmental entity must be submitted with the application for such leave to the supervising administrator and must be approved by the Leave Department.

### Section 3. Parental Leave

A parental leave of absence without pay may be granted to an employee for the purpose of childbearing and/or childrearing as follows:

- A. A regular full-time employee who is an expectant mother may be granted parental leave at the employee's request.

If this leave falls within the school year, an approximate time shall be given as to when the employee expects to return. The employee's physician (i.e., health care provider) must approve her return to duty in writing.

- B. An employee adopting an infant child (i.e., one year of age or less) shall be entitled to request leave to commence at any time during the first year after receiving such custody, if necessary, in order to fulfill the requirements for adoption.
- C. A male employee shall notify his department head in writing of his desire to take parental leave to begin at any time between the birth of his child and one year thereafter. Except in cases of emergency, the employee shall give such notice at least 30 days prior to the day on which the leave is to begin.

D. An employee who is granted a parental leave of absence, pursuant to the above, shall have the following re-employment rights:

1. When an employee notifies the department head and the Deputy Superintendent for Personnel Management and Services of the desire to return to active employment after parental leave, except for employees who return early, said employee shall, if possible, be assigned to the same position which the employee held at the time the leave commenced.
2. If that position is no longer in existence, the employee may be assigned to a substantially equivalent position.
3. Early return from parental leave requires the permission of the employer.

E. The maximum period for which parental leave may be granted is one year (12 months).

The employee may request an additional year of leave which will be personal leave. Therefore, the total time granted for the same childrearing, pregnancy, or adoption cannot exceed two years.

#### Section 4. Personal Leave With Pay

Full-time employees who are eligible to accrue sick leave may use up to a maximum of four days personal leave with pay per year, provided that such days shall be charged against the employee's currently accrued sick leave. This leave is noncumulative.

#### Section 5. Personal Leave Without Pay

Leave of absence for personal reasons which has been requested in writing by the employee at least five days prior to the date of the requested leave, not to exceed 30 days, may be granted to full-time regular employees of the Dade County Public Schools if approved by the Superintendent, subject to the following guidelines:

- A. No wages or salaries shall be paid during such leave, except as provided in other sections of Board Rules.
- B. All such leaves in excess of 30 consecutive work days shall be approved by the Board, except for those granted in accordance with provisions of the Workers' Compensation Law.
- C. Re-employment rights to a position of like status shall be protected.
- D. Such leave shall not exceed one year in duration.
- E. In case of emergency, approval shall not be arbitrarily withheld.



F. Such leave may be granted for one of the following reasons:

1. Serve in United States Government "ACTION" agencies.
2. Accept a Fulbright Scholarship.
3. Fill one full-time position on the unit organization's staff.
4. Continue no more than one parental leave.
5. Settle immediate family estate.
6. Severe family hardship.
7. Professional improvement (does not involve work for another employer).

Personal leave for reasons other than those listed above may be approved by the Board upon recommendation of the Superintendent.

G. Full-time regular employees are not eligible to request personal leave without pay, pursuant to Section 5-B above, until after completion of three years of acceptable job performance in the Dade County Public Schools. This provision shall not preclude eligibility for leave, pursuant to Article XII, Section 13.

#### Section 6. Personal Leave -- Other Provisions

Any employee on leave may make contributions to any compensation or employee benefit plan, where permitted, that was available to the employee before the leave.

#### Section 7. Sick Leave

Each full-time employee is entitled to accumulate one day of sick leave per month of employment. Such sick leave is to be accrued in the following manner:

Each unit member employed on a full-time basis shall be credited with four days of sick leave at the end of the first month of employment of each contract year and shall thereafter be credited for one day of sick leave for each month of employment, which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee.

However, each employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the employee terminates his/her employment and has not accrued the four sick days available to him/her, the School Board may withhold the average daily amount for the sick days utilized but unearned by the employee. Such sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave an employee may accrue.

All unused accumulated sick leave days earned after July 1, 1954 will be restored to employees previously employed upon returning to employment in the school system, except for employees who have retired.

B. Sick leave shall be approved in the following two categories:

1. Illness of self or illness and/or death of:

Mother	Husband	Foster children
Father	Wife	Step-parents
Sister	Child	Step-children
Brother	Foster parents	Grandchild
Mother-in-law	Son-in-law	Uncle
Father-in-law	Daughter-in-law	Aunt
Brother-in-law	Grandmother	Niece
Sister-in-law	Grandfather	Nephew

2. Illness and/or death of: Persons who reside in the same residence as the person who is requesting sick leave.

#### Section 8. Jury Duty Leave

In case of jury summons, the employee must report to the court on the appointed day, as there is no statutory exemption from jury service.

Any full-time employee who is summoned as a member of a jury panel shall be granted temporary duty with pay, and any jury fees shall be retained by the employee.

An employee subpoenaed in line of duty to represent the Board as a witness or defendant shall be given temporary duty and any witness fees shall be retained by the employee. In no case shall temporary duty with pay be granted for court attendance when employee is engaged in his/her personal litigation; however, employees who have accrued vacation may be granted vacation leave in such cases with approval of the responsible supervisor.

Any employee of the school system may be placed on temporary duty without loss of pay when he/she has been subpoenaed by a court as a result of incidents occurring which are related to his/her employment with The School Board of Dade County, Florida.

Any employee who has in his/her custody official records of the school system and is subpoenaed by a court to produce such records may also be granted temporary duty without loss of pay.

#### Section 9. Leave for Illness or Injury-In-Line-of-Duty

A. An employee shall be eligible for leave for illness or injury-in-line-of-duty when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work.

B. The following requirements shall apply for this type of leave as defined above:

1. Duration of Leave

- a. Leave may be authorized for a total of not more than ten school days during any school year for illness contracted or injury incurred in-line-of-duty.
- b. Additional leave not to exceed 30 days may be granted automatically upon receipt of verification by a physician approved by the Deputy Superintendent for Personnel Management and Services or designated representative stating that the employee is unable to return to duty. The term of additional leave granted under this section shall not extend beyond the date the physician states that the employee may return to duty.
- c. A medical evaluation conducted by a physician approved by the Deputy Superintendent for Personnel Management and Services or designated representative will be the determining factor when the employee is able to return to duty. If the employee is not able to assume his/her regular duties but is able to return to a less strenuous assignment, when such assignment is available, the employee must accept the lesser assignment at this regular salary, not to exceed one year from the date of the injury or illness.
- d. Emergency sick leave may be granted in addition to leave listed in a. and b. above for illness or injury occurring under circumstances which, in the opinion of the School Board, warrants granting of such leave. Such additional emergency sick leave, if granted by the School Board, shall be for such term and under such conditions as the School Board deems proper. The term for such leave shall not exceed one calendar year from the date of the injury or illness.
- e. The Superintendent or his/her designee may, when deemed in the best interest of the school system, involuntarily transfer unit members with contagious or infectious diseases (as agreed to by the parties). Before said employee is involuntarily transferred, a conference shall be held with the Associate Superintendent for Facilities Management, or his/her designee, except where such transfers are a result of a legal order. Employees who are involuntarily transferred, pursuant to this section, will have the right to be accompanied to the conference by a representative of the Union and shall be informed of this right.

2. Compensation for sick leave granted for injury-in-line-of-duty. Payments pursuant to Workers' Compensation statutes shall be deducted from payment for sick leave granted for injury-in-line-of-duty.

- a. Whenever an employee is absent from his/her duties as a result of injury caused by an accident or an assault occurring in the course of his/her employment for Dade County Schools, upon verification of injury by a Board-approved licensed physician, and at the discretion of the Board, the employee may be paid full salary (less the amt of any Workers' Compensation payments made for temporary disability due to said injury) for the period of such absence no exceed six months from date of injury, subject to Board approval, and no part of such absence will be charged to his/her annual or accumulated sick leave. Such payment shall be in accordance with pay rates in effect at that time.

All fringe benefits will continue to accrue during this absence until the injured employee has received a permanent and total disability rating from the Workers' Compensation court.

Dade County Public Schools will provide the employee and/or the employee's immediate family with information and assistance pertaining to benefits as soon as the first report of injury is received and the employee begins to lose time and at termination or retirement, if this results. Follow-up medical treatment or re-injury of a pre-existing injury will be determined by the Board-approved licensed physician in accordance with Florida Statutes for Workers' Compensation.

- b. To comply with Florida Statutes 440, the Board's Workers' Educational and Rehabilitation Compensation (WERC) Plan will be utilized support the placement of those eligible employees into retrain classes or reassignment to other duties commensurate with the compensation doctor's diagnosis.

#### Section 10. Vacation Accrual -- Annual Leave

##### A. Accrual -- Twelve-month Employees

1. First three years of employment -- one and one-fourth days per month (15 days maximum per fiscal year).
2. Fourth year of employment and thereafter -- one and two-thirds days per month (20 days maximum per fiscal year).

##### B. Accrual Provisions

1. A year of employment is defined as a year of service with the Dade County Public Schools which is creditable for a contract year, which is more than one-half the contractual period.

2. Responsible supervisors should make every effort to insure that earned annual leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation.

If the employee has not used annual leave on a current basis, the employee may accrue a maximum of 62 1/2 days of annual leave (50 days of annual leave for employees assigned to a four-day work week). Any employee who accrues the maximum of 62 1/2 days of annual leave shall discontinue to accrue additional annual leave credits as of the end of the month during which the maximum is reached. All accrued vacation shall be paid to the employee for early or normal retirement, or resignation, or to his/her beneficiaries if services are terminated by death.

#### Section 11. Annual Leave Scheduling

Annual leave should be used to provide periodic vacation and employees should be permitted the opportunity of taking a minimum of ten consecutive days vacation during a fiscal year provided that number of annual leave credits has been accrued. Annual leave credits may be used for purposes other than vacation when authorized by the department head.

Upon reasonable notice, a department head may require an employee to use any part of his/her accrued annual leave for vacation purposes at any time that it is deemed advisable.

Annual leave for an employee shall be so scheduled that there will be minimum disruption of the operation of the school system.

In setting annual leave schedules, preference as to annual leave dates will be given to those employees with the greatest amount of service in the same classification.

Employees may request annual leave at any time. The scheduling of such leave is with the approval and at the direction of the supervising administrator. Such approval shall not be arbitrarily withheld.

#### Section 12. Holidays

- A. Effective each year of this contract, a total of 12 holidays will be granted to each unit member, pursuant to the School Board calendar adopted annually.

The following are approved holidays and shall be granted to all full-time permanent employees of this unit.

Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving (2 days)  
Christmas (3 days)

New Year's Day  
Martin Luther King's Birthday  
All Presidents' Day  
Memorial Day

- B. If a holiday falls during an employee's regular work week and the employee is required to work on that day, the employee will receive the regular daily rate of pay plus one and one-half times the employee's hourly rate for hours worked on that holiday.
- C. When, for those employees on a four-day work week, a holiday falls on a day which is not part of the employee's regular four-day work week, the holiday shall be observed on the preceding work day, except for holidays falling on Sunday (which will be observed on the first work day following the holiday).
- D. In the case of layoff, an employee will be considered eligible for holiday pay provided he/she worked within 21 days before the holiday, if work was scheduled.
- E. Regular work assignments will not be scheduled during Labor Day. Work may be scheduled during Labor Day only in emergency situations.

### Section 13. Hardship or Dire Emergency Sick Leave

#### A. Hardship Leave

An employee eligible for sick leave may receive extra hardship leave time for his/her own illness up to a maximum of 30 additional work days for the same illness per fiscal year, provided that 30 work days is the maximum allowed any fiscal year):

1. Documentary evidence is presented by a Board-approved physician to the Board proving that this particular illness necessitated confinement, either home or hospital, which prevented the employee from reporting to work. The employee must be continuously confined for ten working days or more, without available sick days, in order to receive this benefit.
2. The time granted for extra hardship leave will be on the basis of one day for each two days of confinement (30 work days is the maximum allowed any fiscal year for any and all extra hardship leave).

#### B. Dire Emergency Leave

Dire emergency leave may be granted an employee following a hardship leave if the illness is the same one for which he/she was granted a hardship leave of absence. Documentary evidence from a Board-approved physician must be submitted with the application for dire emergency leave. This evidence must confirm that confinement, either to home or hospital, further prevented the employee from reporting to work. The employee must be continuously confined for ten working days or more, without available sick days, in order to receive this benefit. Dire emergency leave will be computed on the basis of one day for each two days of confinement. This leave cannot exceed 30 work days.

- C. No confinement period occurring more than one year prior to the date the application is received will be considered when determining eligibility for either hardship or dire emergency leave.

#### Section 14. Good Attendance Incentive

- A. To encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board provides a good attendance incentive. All employees in the bargaining unit who accrue sick leave may cash in sick leave days accrued each year provided the following criteria are met:

1. The employee must use no more than a total of three sick/personal/leave without pay days during the course of the fiscal year (July 1 - June 30).
2. The employee must have a minimum of 21 accrued sick leave days after cash-in of sick leave days accrued on an annual basis. Compensation for annual accrued sick leave cashed in pursuant to the above provisions shall be as follows:

The employee's daily rate of pay during the fiscal year in which the days were accrued times 80 percent.

Payment for this benefit will be made on or before August 1 of the following fiscal year, or at a later mutually acceptable date. Days for which such payment is received shall be deducted from the employee's accumulated leave balance.

#### Section 15. Extended Sick Leave Without Pay

Extended leave without pay for illness of the employee constitutes a protection to one's employment rights. Such leave shall be granted only for health of self or family member, provided the following requirements are met:

- A. Employees seeking such leave must make application on the form provided by the Office of Personnel Management and Services.
- B. Such application must be supported and accompanied by the following:
  1. Identity of person in ill health;
  2. Statement from physician explaining why such leave is necessary; and,
  3. Effective dates of requested leave (beginning and ending).

Such leave shall not exceed one year in duration.

- D. Employees on such leave may, upon expiration of leave, apply for an extension. The employer may grant such extension as warranted; however, the maximum time an employee may be absent on leave for illness of self, illness of relative, or any combination thereof shall be three years.
- E. While an employee is on extended sick leave without pay, the employer agrees continue to pay its regular contribution to the employee's insurance benefits.



## ARTICLE XIII -- SALARY

- A. All positions authorized for inclusion in the DCSMEC Bargaining Unit are compensated at pay rates specified on Salary Schedules HO or H1 (refer to Appendix E).
1. All permanent employees shall be compensated on the HO Salary Schedule.
  2. All temporary employees shall be compensated on the H1 Salary Schedule. The H1 Salary Schedule shall be based upon a percentage of the HO Salary Schedule.
- B. Retroactive to October 5, 1990:
1. A one percent improvement to the 1989-90 HO Salary Schedule.
  2. A one percent increase to the 1989-90 individual salary of each eligible bargaining unit member. Eligible employees are those in active employee status as of the date this contract is ratified by the School Board and those who retired or were elected to serve as Union Officers between October 5, 1990 and the date of ratification by the Board.
- C. Effective the first pay period of October, 1991:
1. The 1990-91 HO Salary Schedule shall be improved two percent.
  2. The 1990-91 H1 Salary Schedule shall be improved four percent.
  3. Employees compensated on the 1990-91 HO Salary Schedule shall be granted a two percent increase to their individual salary.
- D. Effective the first pay period of October, 1992:
1. The 1991-92 HO Salary Schedule shall be improved two percent.
  2. The 1991-92 H1 Salary Schedule shall be improved four percent.
  3. Employees compensated on the 1991-92 HO Salary Schedule shall be granted a two percent increase to their individual salary.
- E. Zone Mechanic Salary
1. Current employees who become Zone Mechanics shall receive the salary listed in Appendix E, Salary Schedule HO, for Zone Mechanics or their current salary, whichever is greater.
  2. Zone Mechanics who have not met and passed all job requirements and tests, as determined by the Executive Director for Facilities Operations, shall

receive a salary equal to the average of journeyman pay for all trades listed in Appendix E, Salary Schedule HO.

3. Zone Mechanics who have met and passed all job requirements and tests, as determined by the Executive Director for Facilities Operations, shall receive a salary equal to the average of journeyman pay for licensed trades listed in Appendix E, Salary Schedule HO. Zone Mechanic certification tests shall be administered quarterly and the effective date for advancement to the Zone Mechanic - Certified position will be the first day of the first pay period following successful completion of all job requirements and tests.

- F. The entry-level pay rate for persons selected as trainees shall be Step 1, except that DCPS employees selected as trainees shall be placed on the first step that provides an increase in salary above the individual's current base pay, provided that such initial compensation shall not exceed Step 3. A DCPS employee selected as a trades helper will receive his/her current salary or the published salary schedule trades helper rate, whichever is higher; but, in no case may base salary for such individual exceed 25 percent over scheduled trades helper salary.

G. Hazardous Duty Pay

Hazardous duty pay shall be paid to employees, who after receiving prior permission from the Executive Director for Facilities Operations, performs specifically assigned tasks that involve:

- Working on a hanging or swing stage or fixed scaffolding where a free fall of over 40 feet is possible (excluding roofers);
- Installing or removing equipment that is electrically connected to energized conductors with a nominal voltage of 480 volts or greater;
- Handling and removal of unencapsulated, unpackaged, friable asbestos material; or,
- Working on roofs with a pitch of 7:12 or greater.

Effective December 1, 1990

60¢ per hour

Effective the first pay period of October, 1991

70¢ per hour

Effective the first pay period of October, 1992

80¢ per hour

- H. DCPS agrees to reinstate license incentive pay supplements (i.e., \$250/\$400 for journeymen, foremen, or general foremen who attained an official Metropolitan Dade County Personal Certificate of Competency/Metropolitan Dade County or State of Florida Masters License in their respective trades) to those DCSMEC bargaining unit members who were awarded such supplements, pursuant to the 1982 DCPS/DCSMEC labor agreement, and whose license incentive pay was subsequently deleted from their annual base salary upon promotion. Reinstatement is retroactive to the date when the incentive pay supplement was deleted.

## ARTICLE XIV -- TERMINAL PAY

### A. At Normal Retirement, Resignation, or Death

To encourage and reward employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to employees at normal retirement, resignation, or to their beneficiaries if services are terminated by death. Any employee not in service at the time of retirement shall not receive these benefits. Terminal pay shall not exceed an amount determined by the daily rate of the employee at retirement, resignation, or death, as follows:

1. During the first three years of service the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave;
2. During the next three years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave;
3. During the next three years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave;
4. During and after the tenth year of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave; and,
5. During and after the 13th year of service and until when first eligible for normal retirement, the daily rate of pay multiplied by 100 percent times the number of days of accumulated sick leave. Thereafter, the daily rate will remain frozen at the rate when first eligible for normal retirement. In no case, however, shall an employee whose daily rate has been frozen, pursuant to this provision, receive less than the amount determined as in #4 above.

Provisions for terminal pay at resignation apply only to those sick leave days accrued after July 1, 1982.

Payment for the resignation and retirement benefit will be made on or before September 1 of the fiscal year subsequent to the one in which the employee resigns or retires or on a later mutually agreeable date.

Resignation or retirement, as referred to herein, shall mean termination of employment by action of the employee; such termination excludes resignation or retirement after a recommendation for dismissal or resignation or retirement after participation in a work stoppage, job action, or strike, in the absence of specific approval by the Board. The daily rate shall be computed by dividing the number of "working days" that year into the annual salary. "Normal retirement," as referred to herein, shall mean retirement under any retirement system established by the Legislature with either full or reduced benefits as provided by law. "Normal retirement" shall not be interpreted to include disability retirement. "Years of service" shall mean creditable years of service under any retirement system of the State of Florida.

- B. The Board agrees to provide at Board expense a supplemental early retirement plan to eligible full-time bargaining unit members who participate in the Florida Retirement System, who have attained age 55, and who have completed at least 25 years, but less than 28 years, of creditable service, as defined by the Florida Division of Retirement.

Criteria for eligibility and procedures for implementation of the early retirement plan as stipulated in the DCPS document entitled "Supplemental Early Retirement Program" and consisting of the Supplemental Early Retirement Plan and the Supplemental Early Retirement Trust, are by reference incorporated and made a part of this contract. Revisions to these documents shall occur only by mutual agreement of the parties.

## ARTICLE XV -- LEGAL SERVICES

When any parent or other person not subject to the discipline of the School Board or its administrative or instructional staff assaults any employee of the school system on school property or elsewhere, and, in the opinion of the Superintendent the assault is work-connected, said employee may request of the Superintendent the right of consultation with the Board Attorney. Upon recommendation of the Superintendent or his/her designee, said employee may consult with the Board Attorney for the purpose of determining his/her rights and to receive assistance in the prosecution of the violation of the law perpetrated upon him/her.

## ARTICLE XVI -- INSURANCE AND OTHER BENEFITS

### A. Health Insurance

1. Board-paid health and life coverages are provided to all eligible employ
2. Group coverage is provided to employees effective the first day of employment. All employees are automatically enrolled but, to prevent any delay in claims payment, employees must sign the enrollment forms and they must be turned in by the announced deadline date. Employees not turning in enrollment forms by the applicable date will be enrolled in the "automatic option" and will not be able to enroll dependents. Premium for the employee's coverage is paid by the School Board.
3. Effective January 1, 1991, the insurance plan will change in the following manner:
  - a. The employer agrees to provide the 1990 level of health insurance benefits for full-time permanent employees through December 31, 1991.
  - b. The Board agrees to pay the full cost for the employee's choice of health insurance companies, as listed. The employee will pay the full cost for his/her enrolled dependent(s).
  - c. Effective January 1, 1990, all new hires (including rehired employees and employees on leave who elect not to continue benefits) will be permitted to enroll in HMOs only.
  - d. Metropolitan Life and Affiliated Companies
    - (1) Preferred Provider Program (PPO) -- The former PPO program (self-referral), with many of the old network doctors and hospitals, will be reintroduced with an in-network and out-of-network plan.
    - (2) Managed Health Program (MHP) -- The MHP plan will continue with the current structure of an in-and out-of-network program. When using the in-network program, a Primary Care Physician must be selected to direct all health care needs. The out-of-network program is self-referral without the use of a Primary Care Physician.
    - (3) Met-Life HMO -- A Health Maintenance Organization which provides services through affiliated physicians' offices. The use of a Primary Care Physician is required for all health care.
  - e. Humana Health Care Plans
    - (1) Preferred Provider Organization PPO (self-referral) with an in-and out-of-network program will be introduced.

- (2) Humana HMO -- A Health Maintenance Organization which provides services through wholly-owned centers and affiliated physicians' offices. The use of a Primary Care Physician is required for all health care.

f. CAC Ramsay, HMO

A Health Maintenance Organization which provides services through wholly-owned centers and affiliated physicians' offices. The use of a Primary Care Physician is required for all health care.

g. CareFlorida Inc., HMO

A Health Maintenance Organization which provides services through affiliated physician's offices. The use of a Primary Care Physician is required for all health care.

B. Future premium increases, plan changes, or modifications necessary due to discrimination testing results (IRC Section 89) in the core plan of life and health coverages and in the VISTA plan (or its successor, if any) may, during fiscal years 1991-92 (for change effective January 1, 1992) and 1992-93 (for change effective January 1, 1993) be handled as follows:

1. The Board will pay the premium for the core life insurance and negotiate the amount of the Board's contribution for eligible employees to the PPO, MHP, or HMO of the core health plan; or,
2. The Board will pay a percentage of premium for the core life and health benefits; or,
3. The Board will modify benefits for cost containment measures; or,
4. The Board will modify funding alternatives; or,
5. The Board will employ a combination of the above alternatives.

Further, the Union shall also have the right to reopen negotiations prior to January 1, 1992 and January 1, 1993 on all aspects of the fringe benefits program.

C. Medical Plan (Retirees)

1. All eligible retirees and eligible dependents of retirees will be able to select any of the mentioned health plans. All premium costs will be borne by the retiree.
2. Inasmuch as many retirees have moved to locations outside of the South Florida area, several accommodations will be made for their benefit. They are the following:

- a. Retirees under the age of 65 living in areas outside a State of Florida HMO service area will be permitted to enroll in Metropolitan Life's Managed Health Program and be reimbursed at 70 percent of reasonable and customary charges. There will be a \$300 annual deductible, the out-of-pocket maximum will be \$3,000 a year excluding the deductible, and there will be no per-confinement deductible. All other benefits and restrictions will apply. Both F programs also have networks available outside the State of Florida as well as out-of-network benefits, where no network exists.
- b. Retirees living or moving to locations outside a service area will also be eligible to convert to a private insurance program. Once this conversion is effected, they will no longer be a part of the Board's retiree group.

D. Other Insurance

1. The Dade County School Board agrees to provide a life insurance plan for all eligible employees in the bargaining unit by providing life insurance equal to the employee's annual base salary, effective January 1 of each year for the term of this contract. Cost of improvement shall be borne by the Dade County School Board.
2. In addition, employees shall be given the option of purchasing an additional amount of life insurance equal to two times the employee's base salary at the same rate. Optional coverage shall be paid for by the employee.
3. The Board will employ a three-month premium delay funding arrangement for its core life insurance obligations.

E. COBRA benefits, rights, and responsibilities will be afforded to all eligible employees and enrolled dependents, pursuant to federal law.

F. Flexible Benefits Plan

1. A "flexible benefits plan" is provided for the exclusive purpose of purchasing optional fringe benefits. Effective January 1, 1991, the following amount of benefits will be paid for by the Board based upon the employees' choice of medical plans:

PPO or MHP -- \$35.00 per month  
 Met-Life HMO -- \$52.50 per month  
 All other HMOs -- \$102.50 per month

The following conditions will prevail:

- (a) Changes shall not be permitted except on a calendar year basis unless a family status change occurs which, based upon the plan manager's and IRS guidelines, may warrant allowing the change.



- (b) Employees not choosing either a basic core benefit or cafeteria benefit within 60 days of eligibility will be enrolled in the automatic option.
2. Effective January 1, 1985, an escrowed trust account is established for the exclusive benefit of eligible employees. A payroll reduction mechanism is provided for each participating eligible employee who wishes to make contributions to the account, in accordance with the provisions of the plan document which, by reference, is made part of this Plan. Experience rating refunds, dividends, interest earned, forfeiture funds, etc. on this account will be retained in the account for the exclusive benefit of plan participants (employees). Balances in the account and disposition of account balances will be used to offset core group insurance premium increases by the Board.
- (a) Effective January 1, 1991, the VISTA Management Company, herein known as "VISTA," a Florida corporation domiciled in Tallahassee, Florida, will be the plan manager responsible to DCPS for plan management, enrollment, and service. The agreement with VISTA will be for one year. The plan manager will be provided with reasonable access to eligible employees for the purpose of enrolling them into the plan, and for servicing of their accounts, once enrolled. The plan manager will be provided a listing of eligible employees by work location. Effective January 1, 1991 the plan manager will receive a management fee of \$4.25 per employee per month for the above-mentioned services which will be subtracted from the total remuneration received from the Board's contributions. The employees' salary reductions will be paid by the enrolling employees, and there will be no fees for employee reduction for flexible benefits.
- (b) Plan contributions will be remitted to the flexible account, which shall be established at a legally registered credit union or bank. Contributions shall be made to the account in a timely fashion following the pay period the salary reduction occurs.
- (c) Data on magnetic tape will be supplied to the plan manager, in a timely fashion, relative to the operation of the account in a format mutually acceptable to the Board and the plan manager.
- (d) Information will be supplied to the plan manager for each participating employee's Board-paid life insurance and salary, so that the plan can comply with applicable Internal Revenue Service regulations.
- (e) The plan manager's books and records will be subject to DCPS audit at the plan manager's expense annually. The plan manager, at its expense, will provide the Board with periodic (at least monthly) reports, in a format mutually agreed to by the Board and the plan manager, with quarterly utilization reports.
- (f) No later than April 15 each year, the plan manager will provide an analysis of the year-to-date performance of the programs for the

previous calendar year. Following acceptance of the data, the Board will deposit the balances into the Board's account and use them to offset core group insurance premiums.

- (g) Employees on leave who have not continued their flexible benefit plan only be permitted to enroll in the plan upon return to active status on the first day of the month following 30 calendar days of active employment. Individual questions as to employee eligibility will be resolved for both active and on-leave employees by the Deputy Superintendent for Personnel Management and Services.
  - (h) The plan manager shall, at all times, comply with existing federal and state laws, rules, and/or regulations. The provisions herein relating to the plan should automatically be amended to conform to changes in any of the above stated laws, rules, and/or regulations, provided such changes do not require additional Board liability or contributions.
- 3. VISTA Management Company, Public Employees Services Company, and Fringe Benefits Management Company, the parent company, VISTA agrees to indemnify, save harmless, and defend The School Board of Dade County, Florida, its employees and agents, from and against any and all claims, liability, losses, causes of action, cost or expense of whatever kind or nature (including, but not by way of limitation, attorney's fees) which may arise out of the "Variety of Individual Selections Trust Account," known as "VISTA." Surety bonds, as required by the State of Florida on behalf of the above-referenced companies, will be endorsed to provide that The School Board of Dade County, Florida, its employees and agents will be added as named insureds.
  - 4. All references to "VISTA," "VISTA Account-Dade," Public Employees Services Company, and Fringe Benefits Management are specific for the one-year period beginning January 1, 1991 through December 31, 1991. A successor company (plan manager) may be approved by the Board through the issuance of a Request For Proposals, effective January 1, 1992.
  - 5. Each employee working on a regular basis with subterranean termite extermination or chemical water treatment of air conditioning systems will be provided an annual physical, paid by Dade County Public Schools, using a physician approved by the Assistant Superintendent for Risk and Benefits Management.
  - 6. All employees who are involved in close supervision of or in the actual handling and removal of unencapsulated, unpackaged, friable, asbestos material shall be given a physical examination. Such physical examination shall be administered prior to involvement in asbestos work and annually thereafter and shall be paid for by Dade County Public Schools, using a physician approved by the Assistant Superintendent for Risk and Benefits Management. Employees shall be limited to one such physical examination

per fiscal year. In addition, an examination will be provided upon the employee's termination/retirement, if the employee has not been examined within six months prior to termination/retirement.

7. Each employee with 20 or more years of experience in the construction/maintenance trades (as determined by DCPS) shall, at his/her request, receive an annual Board-paid chest x-ray by a certified Class B radiologist to screen for asbestos-related diseases.

Persons applying the first time for DCPS employment may be required to pass a chest x-ray screening for asbestos-related diseases by a Class B radiologist, as a condition of employment.

8. The Board agrees to provide one payroll deduction field for a group benefit to be offered to DCSMEC unit members approved by DCSMEC. If used, the benefit or insurance program will be paid for by the employees.

## ARTICLE XVII -- RETIREMENT

Retirement system membership and benefits are governed by Florida Statutes.

## ARTICLE XVIII -- TAX SHELTERED ANNUITIES

### Section 1. Tax Sheltered Annuities

School Board has a tax sheltered annuity program in which all full-time employees are able to participate. A tax sheltered annuity offers the tax advantage of deferring federal income taxes until the benefit is received. The employee who elects to enroll in this program pays for the entire cost by payroll deduction, based upon an amendment to his/her basic contract. The School Board has no liability or responsibility in connection with the tax sheltered annuity program, except to show that the payments have been remitted for the purpose for which deducted.

There are generally two types of plans available--fixed and variable--with over 90 companies authorized to sell these annuities. A list of these companies is published annually. The Assistant Superintendent for Risk and Benefits Management will also provide a list of these authorized companies, as well as a brochure describing this program in greater detail, upon request.

An employee may participate through two different companies but ordinarily only one change, either an increase, decrease, cancellation or addition of a new company is allowed each year. An annuity may not be cancelled, except concurrent with the "contract year" with requests for cancellation required at least 30 days in advance prior to June 1.

## ARTICLE XIX -- DUES CHECK-OFF AND PAYROLL DEDUCTION PROCEDURES

- A. The Board shall provide, at no cost to the Dade County School Maintenance Employee Committee (DCSMEC), services of payroll deduction of dues, union assessments and service fees (hereinafter called "dues check-off"). The Board shall collect and transmit such monies as are sufficient to provide for the full payment of dues check-off, pursuant to the terms and conditions contained in the authorization contract signed by employees who authorize such check-off from their salaries.
- B. Administrative procedures for dues check-off shall be extended in accordance with the following provisions:
1. The total amount of dues check-off, the amount to be taken from each paycheck, and the schedule for deductions for all employees within this bargaining unit shall be determined by the Union. This schedule for deductions must be within the framework of the existing mechanized payroll schedule.
  2. Dues check-off authorization cards submitted after the date necessary for the full amount of dues to be deducted are to be processed for whatever amount that can be deducted over the remaining period of time.
  3. Upon receipt of the dues check-off authorization card by the Board's Payroll Deduction Control Office, each card is to be totally processed within working days, unless otherwise prohibited by unforeseen emergency conditions.
  4. DCSMEC is to be supplied a bi-weekly listing of every employee for whom dues will/will not be deducted.
  5. Dues check-off authorization cards for employees who are terminated shall remain on file and in the computer bank on an active status for a period not less than the time remaining between the date the action was taken and the close of the subsequent school year.
  6. All problems arising in connection with dues check-off will be resolved directly between the DCPS Deduction Control Office and the Union. The Union shall have access to necessary employee data, files in the Deduction Control Office, and the data retrieval system at mutually agreed upon times.
  7. DCSMEC will be supplied with a deduction register bi-weekly, listing employee names, employee numbers, employee work locations, and amounts deducted for that pay date.

8. All starts and/or cancellations of payroll deduction for employees within the certified exclusive bargaining unit shall be processed by DCSMEC in accordance with the terms and provisions indicated on the payroll deduction card and in accordance with Florida Statutes, Chapter 447.303.

#### Deductions for Economic Services

Detailed and explicit procedures for implementation of payroll deduction for services and benefits sponsored and endorsed by the Union shall be jointly developed and agreed to by the Union and the Board and shall conform to all existing Florida Statutes, and specifically, Florida Statutes, Chapter 447. Changes may be made as deemed necessary, by mutual agreement.

- D. The School Board shall be held harmless from any and all liability resulting from the collection of these funds.

## ARTICLE XX -- SEVERABILITY

It is the express intent of the parties that if any article, section, subsection, sentence, clause, or provision of this contract is found to be unconstitutional or invalid for reason, the same shall not affect the remaining provisions of the contract.



## ARTICLE XXI -- ATTENDANCE INCENTIVES

- A. An employee in the DCSMEC unit, who maintains a record of perfect attendance at work for an entire fiscal year, shall be paid at three times the normal rate of pay for the last work day of the fiscal year, not to exceed an additional amount 16 times the employee's regular hourly rate.
- B. An employee in the DCSMEC unit who uses only one sick/personal leave day in an entire fiscal year shall be paid at two times the normal rate of pay for the last work day of the fiscal year, not to exceed an additional amount eight times the employee's regular hourly rate.

## ARTICLE XXII -- FINAL UNDERSTANDING

This contract represents a complete and final understanding on all bargainable issues between the School Board and DCSMEC. There will be no practice or procedure sanctioned by use prior to the effective date of this contract.

The parties further agree, for the life of this contract, to voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter not specifically referred to or covered in this contract.

## ARTICLE XXIII -- RATIFICATION AND FINAL DISPOSITION

- A. This contract shall not be binding upon the parties until:
1. Such contract has been submitted to the employees of the bargaining unit and has been approved by a majority of those employees voting; and,
  2. Such contract has been submitted to and ratified by the employer at a regularly scheduled public meeting.
- B. In the event that the Florida Public Employees Relations Commission withdraws, suspends or revokes, or otherwise terminates certification of the DCSMEC as the bargaining agent for the employees within the defined unit, this contract shall be null and void.
- C. In the event any administrative directive and the terms of the agreement are in conflict, the terms of this agreement shall prevail.
- D. This contract and each of its provisions shall be effective as of ratification by the parties and shall continue in full force and effect until September 30, 1993.
- E. Either party may, by written notice to the other, reopen negotiations by giving notice prior to May 1, 1992, with negotiations to begin on or before August 1, 1992 for the 1992-93 school year.

If the Florida Legislature fails to allocate adequate funds to implement the fiscal agreements in this contract, the Board may reopen negotiations on such issues.

The School Board, prior to the beginning of the 1991-92 or 1992-93 fiscal year, may request DCSMEC to reopen the economic provisions of this Agreement. DCSMEC hereby agrees to re-negotiate the economic provisions of this Agreement for the 1991-92 and/or 1992-93 school year, if requested by the School Board. After the Union is notified of the School Board's desire to re-negotiate the economic provisions of this Agreement, the Union expressly waives the School Board's obligation to implement the 1991-92 and/or 1992-93 economic provisions of this Agreement until negotiations for the revised 1991-92 and/or 1992-93 wage/fringe benefits package have been concluded. During negotiations, unit employees will continue to be governed by the previous fiscal year's economic agreement. The previous fiscal year's provisions will govern until negotiations for the revised economic package have been concluded and agreement is reached or impasse procedures have been exhausted. These provisions are not subject to the grievance/arbitration procedure or to litigation in any court or tribunal. The Board also agrees that this provision will be implemented in a fair and equitable manner among all of its employees.

This contract shall continue in full force and effect until midnight, September 30, 1993.

DATED at Miami, Florida, December 5, 1990.

DADE COUNTY SCHOOL  
MAINTENANCE EMPLOYEE  
COMMITTEE

THE SCHOOL BOARD OF  
DADE COUNTY, FLORIDA

By Howard P. Armel  
Howard Armel  
President

By William H. Turner  
William H. Turner  
Chairman

By William P. Diehl  
William Diehl  
Representative

By Octavio J. Visiedo  
Superintendent of Schools



APPROVED AS TO FORM:

Frank A. Roman Jr.  
School Board Attorney

## APPENDIX A

### DADE COUNTY SCHOOL MAINTENANCE EMPLOYEE COMMITTEE BARGAINING UNIT

<u>Job Code</u>	<u>Job Title</u>
6003	Sound and Communication I
6004	Sound and Communication Technician-Maintenance*
6005	Sound and Communication Technician (Journeyman)*
6006	Foreman-Sound and Communication Technicians
6016	Trades Helper
6018	Locksmith/Carpenter (Journeyman)*
6019	Foreman - Carpenters/Locks
6020	Foreman - Mill
6021	Carpenter II (Journeyman)*
6022	General Foreman - Carpenters
6024	Carpenter I*
6025	Carpenter II/Mill*
6026	Carpenter II/Floor*
6027	Carpenter II/Ceiling*
6028	Carpenter II - Termites
6029	Foreman - Carpenter/Floor and Ceiling
6030	Carpenter - Foreman
6039	Foreman -- Electricians
6040	General Foreman - Electricians
6041	Electrician II (Journeyman)*
6042	Electrician I*
6109	Foreman-Glaziers
6110	Glazier II (Journeyman)*
6111	Glazier I
6200	Mason II (Journeyman)*
6201	Mason I
6202	Foreman - Masons
6266	Steamfitter I
6280	Foreman - Plumbers
6281	Plumber II (Journeyman)*
6282	Plumber I
6283	Steamfitter II (Journeyman)*
6284	General Foreman - Plumbers
6285	Foreman - Heat Systems and Pipe Fitters
6286	General Foreman - Steamfitters
6287	Pipe Fitter -- Gas Systems II (Journeyman)*
6288	Pipe Fitter -- Gas Systems I
6309	Foreman-Air Conditioning and Refrigeration
6310	Refrigeration Mechanic II (Journeyman)*

<u>Job Code</u>	<u>Job Title</u>
6311	General Foreman - Refrigeration Mechanics
6312	Insulation Workers*
6313	Refrigeration Mechanic I
6330	Foreman - Roofers
6331	Roofer II (Journeyman)*
6332	Roofer I
6350	Painter II Journeyman*
6351	Foreman - Painters
6352	Painter I
6353	General Foreman - Painters
6354	Spray Painter*
6400	Sheet Metal Worker II (Journeyman)*
6401	Sheet Metal Worker I*
6402	Foreman - Sheet Metal Workers
6403	General Foreman - Sheet Metal Workers
6440	Welder II (Journeyman)*
6441	Welder I
6443	Foreman - Welders
6444	Zone Mechanic*
6445	Zone Mechanic - Certified*
6359	Construction Estimator
6358	Asbestos Abatement Inspector
6446	Area General Foreman
6447	Area General Foreman - Zone Mechanic
6320	Trades Master

\* Tool Allowance Applicable

## APPENDIX B

### MISCELLANEOUS

#### PROBATIONARY PERIOD:

A probationary period of four calendar months is required for an employee on initial appointment or promotion to any position. In the event that the employee does not satisfactorily complete his/her probationary period, he/she shall be separated from the service except that, in the case of promotion from a lower pay grade position, he/she may be considered for employment in the class of comparable pay grade from which he/she was promoted.

During the probationary period, the immediate supervisor shall provide a written evaluation every two months. At any time during the probationary period or, as a result of summation of evaluations, the employee's performance is considered unacceptable, the newly-hired probationary employee shall be recommended for termination. The newly-hired probationary employee shall be on an hourly status and shall receive only the group health, vision, dental and life insurance benefits provided to other employees.

#### 2. HIRING RATES:

**MINIMUM WAGE COMPLIANCE:** The School Board will comply with prevailing federal minimum wage standards, in accordance with the requirements of the Fair Labor Standards Act and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.

**Normal Hiring Rates:** The listed salary for each job as specified in Appendix E shall be considered the normal hiring rate for each new full-time, temporary, and rehired employee except those so designated by the Director of Non-Instructional Staffing.

**Rehires:** Rate determinations for a rehired employee.

- a. A former employee rehired within two calendar years of the date of last termination will be hired as follows:
  - (1) An employee hired in the same job classification as that held at the time of termination will be paid the rate received at time of termination, plus any increase accrued to that rate since termination.
  - (2) An employee hired in a different job classification than that of the job held at the time of termination will be hired on the same basis as a new employee.
- b. A former employee separated from the system for more than two calendar years will be hired on the same basis as a new employee.

Temporary Employees: Applicants hired for work on classified jobs shall be paid at the minimum hourly rate of the assigned salary for the work they perform, provided they meet the eligibility requirements for the position.

3. **PROMOTIONS AND DEMOTIONS:** All promotions or demotions must be cleared and approved by the Director of Non-Instructional Staffing.

Promotions: An employee promoted to an existing job with a higher salary rate will be given an increase in pay corresponding to the rate of that job specified in Appendix E or retain his/her current rate of pay, whichever is higher.

The effective date of pay for promotion shall be the effective date as stipulated in the Request for Personnel Action (RPA).

Demotions:

- a. **Unsatisfactory Performance**

In the event an employee is demoted to a position in a lower pay grade as the result of inability to perform satisfactorily in the higher grade, or is assigned to a position in a lower pay grade at own request, he or she will be paid at the lower pay grade.

- b. **Reclassification of Job to a Lower Pay Grade**

In the event a position is reclassified to a lower pay grade and the incumbent cannot be placed in a position of comparable pay grade, the individual's rate of pay shall remain the same.

- c. **Transfer to a Lower Pay Grade In Lieu of Layoff**

In the event an employee is transferred to a position in a lower pay grade in lieu of layoff, the pay rate of the employee will be the salary rate of the lower pay grade into which transferred.

4. **ESTABLISHMENT OF NEW POSITIONS:** All requests for the establishment of new positions will be first written up on a position questionnaire and submitted to the Wage and Salary administrator for evaluation and recommendation for pay grade assignment. New positions so established will be audited after they have been functioning for a reasonable period of time, to insure the correctness of the level of duties, responsibilities, and pay grade assignment.

5. **RECLASSIFICATION OF POSITIONS:** Requests for evaluation of position classification may originate from employees or supervisory personnel and should be directed to the Wage and Salary administrator in the Office of Personnel Management and Services. Reclassification requests will not be given consideration unless approval is obtained from both the immediate supervisor and department head or administrator in charge. Employees are further reminded requests for reclassification to higher level positions cannot be considered unless



the employee meets the minimum qualifications including minimum standard test or licensing requirements.

Denied reclassification requests will not be reconsidered for a period of 12 months, except under extraordinary circumstances, such as complete department reorganizations.

An employee in an existing job which is reclassified (evaluated) to a higher pay grade, with or without a change in job content, will be given an increase in pay to the new rate of the higher grade, or maintain the present rate of pay, whichever is higher.

6. **STANDARD WORK WEEK FOR PAYROLL PURPOSES:** The standard work week for payroll purposes has been established by The School Board of Dade County, Florida as follows:

40 hours - commencing immediately after midnight on Thursday and running for seven consecutive days ending on midnight the following Thursday.

7. **SCHEDULED OVERTIME DISTRIBUTION:** Overtime distribution lists shall be established to provide for distribution of available overtime as equitably as possible to qualified employees affected in their trades, in accordance with DCPS Internal Procedure No. 12-222, published by the Executive Director for Facilities Operations. Tradesperson selection for overtime during the normal work week will be from the list created and maintained for the specific department, by geographic area. If the preceding does not meet the overtime needs, and for scheduled overtime other than during the normal work week, then selection shall be from a combined departmental/geographic list.

The overtime list shall be maintained by the steward, who shall be allowed a reasonable amount of time during working hours for this purpose. The list shall be posted in an area where all affected employees will have access. Employees refusing overtime shall be charged with the number of overtime hours refused. Employees charged with unauthorized absence in a given calendar week (Monday - Sunday) shall not be eligible for scheduled overtime for the remainder of that calendar week (including Saturday and Sunday). The overtime list shall be maintained and reviewed annually consistent with the work year. Employees on authorized absences shall not be denied overtime and shall retain their positions on the scheduled overtime distribution list.

8. **OTHER BENEFITS:**

- a. **Uniform Allowances** -- A uniform allowance of \$130 per year will be paid to Facilities Operations personnel, in accordance with the Division of Facilities Operations administrative procedures. All personnel shall be required to wear identification badges, including the employee's name and a current picture, prepared and provided by the Board, in accordance with such policy.

- b. The parties agree to the tool allowance provisions contained in Appendix C.

The annual payment of an allowance for the upkeep and replacement of hand tools will be calculated based upon agreed values (November 7, 1979 agreement) increased by the percentage increase in the hand tools catalog #1042 of the U.S. Department of Labor, Bureau of Labor Statistics, for the month of July of that year.

9. LABOR-MANAGEMENT COMMITTEE:

- a. There shall be a Labor-Management Committee of six members, three appointed by the Superintendent of Schools and three by the DCSMEC. The Federal Mediation and Conciliation Service will assist the parties in establishing and monitoring this committee.
- b. The committee shall meet regularly, but no less than monthly, at mutually agreed times and places, to discuss problems related to employee relations, and may make written reports and recommendations that shall be advisory to the Superintendent.
- c. Time used for this purpose shall be considered as released time and shall not be charged against the employees' time.
- d. In addition to other topics of discussion and review, the committee shall study labor and employee relations issues.
- e. The parties agree that, during the 1990-91 school year, the DCPS/DCS Labor-Management Committee shall discuss establishment and implementation of:
  - A sick leave bank for permanent bargaining unit members; and,
  - A modified tool allowance for identified trainees.

10. Quality Instruction Incentives Program

If Dade County Public Schools and the exclusive bargaining agent for its instructional personnel negotiate a Quality Instruction Incentives Program, pursuant to Florida Statutes, Section 231.532, which includes payment of share awards to school-site employees other than teachers, DCSMEC authorizes such share awards to be made to its eligible bargaining unit members.

11. Florida Prepaid College Program

- A. The School Board of Dade County, Florida shall provide payroll deduction services to full-time employees for the purpose of purchasing prepaid contracts to guarantee tuition at Florida state universities and community colleges, and dormitory housing at the state universities, pursuant to the Florida Prepaid College Program.

- B. The School Board of Dade County, Florida shall collect and transmit such monies as are sufficient to provide for the full payment, pursuant to the terms and conditions contained in the authorization contract signed by employees who authorize such check-off from their salaries.
- C. Detailed and specific procedures for implementation of such payroll deduction are hereby incorporated and made part of this agreement.

## APPENDIX C

### TOOL ALLOWANCE

#### Section 1

Employees in the job classifications footnoted in Appendix A, who, as a condition of employment, are required by the School Board to provide and maintain their own hand tools in accordance with required tool lists stipulated by both parties to be adequate to meet the needs of the individual trades, established and maintained by the School Board, will receive an annual monetary allowance equal to 18 percent of the agreed value of the list. The approved tool list and replacement prices shall be modified prior to the effective date of this agreement to reflect (1) changes in the tool list due to changes of requirements and the state of the art, and (2) changes in replacement prices of the tools in the approved tool list. The allowance will be paid in one annual payment, based upon qualification and calculation as of the last working day of September.

#### Section 2

Employees hired or promoted during the period preceding the annual calculation will receive a prorated allowance, based upon full months of employment. A major portion of the work days in a month will be counted as a full month. Employees terminated for just cause will not receive an allowance for the period in which they are terminated. Employees who die, retire, or are laid off will receive a prorated allowance based upon their last date of employment.

#### Section 3

Each tool list shall include only those tools that are appropriate to the safe and efficient performance by the employee of the duties assigned within the job classification. Reasonable substitutions of tools shall be permitted with authorization by the Board. When changes are made in the list, or new tools are required by the Board, a reasonable period of time shall be allowed each employee to purchase the tools necessary for compliance with the tool list covering the job classification.

The Board shall make no requirements with respect to brand names or place of purchase of required tools; however, standards of quality and safety established the bid specifications in the original acquisition by the Board must be maintained.

#### Section 4

All new employees hired after the effective operation of this agreement shall be required to furnish their own hand tools as per the approved hand tools lists and shall be eligible for allowance as described herein. In the event an employee is terminated before the Board is fully compensated for the value of tools supplies, the employee may elect either of two courses of action:

1. Return the complete set of tools to the Board and forfeit entitlement to any allowance which may have accrued; or,

2. Retain the complete set of tools and make suitable arrangements to complete the compensation to the Board prior to receipt of any terminal pay which might be due.

Should the employee leave without making an election, the Board, at its discretion, may exercise choice 2 above, and make appropriate deductions from any monies otherwise due to the employee.

#### Section 5

Any necessary tools or equipment not on an approved hand tool list shall be designated as "shop tools", and shall be furnished by the School Board. Such tools shall remain the property of the Board. In general, the term "shop tools" shall designate power-driven equipment, hand tools of a size not normally carried in a portable tool box, and meters, gauges and similar test equipment. This definition shall be subject to interpretation by comparison with existing tool lists, the customs of the trade and negotiation when required.

#### Section 6

The School Board shall continue to provide current levels of security for storage of tools and tool boxes in School Board facilities during off-duty time. In the event of the theft of tools from proper storage, the employee shall file a loss claim with the Board's Office of Risk and Benefits Management or assigned carrier. Awards, settlements, and other decisions affecting the claim will be governed by the terms of the agreements or policies then in force. The employee shall be responsible for replacement of any items stolen during the normal work day when the employee is on duty (such times, for the purpose of this section, shall include meal and other break times) or at any time, as a result of personal negligence.

#### Section 7

Employees shall be entitled to remove any of their personally owned tools (including those that become their property due to the operation of this agreement) from their work site for off-duty use, subject to regulations detailing the method of such physical removal and other provisions of this agreement. A full set of tools, as listed, must be available for use on any regular work day or for use on any authorized overtime. Such availability shall be subject to Board verification upon demand, and subject to disciplinary action in accordance with Article XI, if not maintained. If any employee chooses to add tools to those required, they must be itemized on the employee's official inventory on file at the work location with an appropriate valuation for personal insurance claims only. Loss claims for any such tools not properly listed will be contested.

Implementation of this Recommendation was agreed to in Appendix B, Section 8b, Agreement Between DCPS and DCSMEC, dated November 7, 1979.

## APPENDIX D

### CRITERIA FOR DCSMEC TRAINEE PROMOTION

#### I. EMPLOYEE ATTENDING A FORMAL THREE-YEAR TRAINING PROGRAM

<u>STEP</u>	<u>CLASSIFICATION</u>	<u>SALARY LEVEL</u>	<u>CRITERIA CODE</u>
1	Trainee (Mechanic I) as authorized to the various DCSMEC trades	Entry Level	1,2,3,4,8,9
2		65% of Journeyman	1,2,3,5,8,9
3		75% of Journeyman	1,2,3,6,8,9
4		85% of Journeyman	1,2,3,7,8,9,10

#### CRITERIA

1. Basic qualifications per job description.
2. Satisfactory attendance.
3. Satisfactory job performance.
4. Will begin and continue participation in a formal and approved training program.
5. Has completed 33 1/3 percent or one year of formal training and 1500 additional hours of on-the-job training.
6. Has completed 66 2/3 percent or two years of formal training and 1500 additional hours of on-the-job training.
7. Has completed 100 percent or three years of formal training and 1500 additional hours of on-the-job training.
8. Recommended by Journeyman and Foreman or the immediate administrative supervisor.
9. Recommended by the Executive Director for Facilities Operations.
10. Holds a Certificate of Completion from a formal and approved three-year training program and holds a valid Certificate of Competency as a Journeyman from Dade, Monroe, Broward, Palm Beach, or Collier County. The requirement for a valid Certificate of Competency does not apply to those trainees in unlicensed trades.

## II. EMPLOYEE ATTENDING A FORMAL FOUR-YEAR TRAINING PROGRAM

<u>STEP</u>	<u>CLASSIFICATION</u>	<u>SALARY LEVEL</u>	<u>CRITERIA CODE</u>
	Trainee (Mechanic I) as authorized to the various DCSMEC trades	Entry Level	1,2,3,4,9,10
2		55% of Journeyman*	1,2,3,5,9,10
3		65% of Journeyman	1,2,3,6,9,10
4		75% of Journeyman	1,2,3,7,9,10
5		85% of Journeyman	1,2,3,8,9,10,11

### CRITERIA

1. Basic qualifications per job description.
2. Satisfactory attendance.
3. Satisfactory job performance.
4. Will begin and continue participation in a formal and approved training program.
5. Has completed 25 percent or one year of formal training and 1500 hours of on-the-job training.  
Has completed 50 percent or two years of formal training and 1500 additional hours of on-the-job training.
7. Has completed 75 percent or three years of formal training and 1500 additional hours of on-the-job training.
8. Has completed 100 percent or four years of formal training and 1500 additional hours of on-the-job training.
9. Recommended by Journeyman and Foreman or the immediate administrative supervisor.
10. Recommended by the Executive Director for Facilities Operations.
11. Holds a Certificate of Completion from a formal and approved four-year training program and holds a valid Certificate of Competency as a Journeyman from Dade, Monroe, Broward, Palm Beach, or Collier County. The requirement for a valid Certificate of Competency does not apply to those trainees in unlicensed trades.

\* Or entry level, whichever is higher.

### III. EMPLOYEE ATTENDING FORMAL FIVE-YEAR TRAINING PROGRAM

<u>STEP</u>	<u>CLASSIFICATION</u>	<u>SALARY LEVEL</u>	<u>CRITERIA CODE</u>
1	Trainee (Mechanic I)	Entry Level as authorized to the various DCSMEC trades	1,2,3,4,10,11
2		55% of Journeyman*	1,2,3,5,10,11
3		65% of Journeyman	1,2,3,6,10,11
4		75% of Journeyman	1,2,3,7,10,11
5		85% of Journeyman	1,2,3,8,10,11
6		90% of Journeyman	1,2,3,9,10,11,12

#### CRITERIA

1. Basic qualifications per job description.
2. Satisfactory attendance.
3. Satisfactory job performance.
4. Will begin and continue participation in a formal and approved training program.
5. Has completed 20 percent or one year of formal training and 1500 hours of on-the-job training.
6. Has completed 40 percent or two years of formal training and 1500 additional hours of on-the-job training.
7. Has completed 60 percent or three years of formal training and 1500 additional hours of on-the-job training.
8. Has completed 80 percent or four years of formal training and 1500 additional hours of on-the-job training.
9. Has completed 100 percent or five years of formal training and 1500 additional hours of on-the-job training.
10. Recommended by Journeyman and Foreman or immediate administrative supervisor.
11. Recommended by the Executive Director for Facilities Operations.
12. Holds a Certificate of Completion from a formal and approved five-year training program and a valid Certificate of Competency as a Journeyman from Dade, Monroe, Broward, Palm Beach, or Collier County. The requirement for a valid Certificate of Competency does not apply to those trainees in unlicensed trades.

\* Or entry level, whichever, is higher.



## APPENDIX E

SAI SCHEDULE MO - 1990-91  
Effective October 5, 1990

## DCSMEC - Journeyman and Related Building Trades Helpers

JOB JOB CODE TITLE	ANNUAL	BIWEEKLY	DAILY	HOURLY	OVERTIME
CARPENTERS					
6019 Foreman-Carpenters/Locks	36,226	1393.30	139.33	17.42	26.13
6020 Foreman-Mill	36,226	1393.30	139.33	17.42	26.13
6029 Foreman-Carpenter/Floor and Ceiling	36,226	1393.30	139.33	17.42	26.13
6030 Carpenter-Foreman	36,226	1393.30P	139.33	17.42	26.13
6021 Carpenter II (Journeyman)	33,727	1297.20	129.72	16.22	24.33
6018 Carpenter-Locksmith (Journeyman)	33,727	1297.20	129.72	16.22	24.33
6025 Carpenter II-Mill	33,727	1297.20	129.72	16.22	24.33
6026 Carpenter II-Floor	33,727	1297.20	129.72	16.22	24.33
6027 Carpenter II-Ceiling	33,727	1297.20	129.72	16.22	24.33
6028 Carpenter II-Termite	33,727	1297.20	129.72	16.22	24.33
6024 Carpenter I-Step 1	17,801	684.70	68.47	8.56	12.84
6024 Carpenter I-Step 2	18,552	713.60	71.36	8.92	13.38
6024 Carpenter I-Step 3	21,928	843.40	84.34	10.55	15.83
6024 Carpenter I-Step 4	25,298	973.00	97.30	12.17	18.26
6024 Carpenter I-Step 5	28,670	1102.70	110.27	13.79	20.69
ELECTRICIANS					
6039 Foreman-Electricians	39,115	1504.50	150.45	18.81	28.22
6041 Electrician II (Journeyman)	36,620	1408.50	140.85	17.61	26.42
6042 Electrician I - Step 1	19,121	735.50	73.55	9.20	13.80
6042 Electrician I - Step 2	20,144	774.80	77.48	9.69	14.54
6042 Electrician I - Step 3	23,805	915.60	91.56	11.45	17.18
6042 Electrician I - Step 4	27,465	1056.40	105.64	13.21	19.82
6042 Electrician I - Step 5	31,128	1197.30	119.73	14.97	22.46
GLAZIERS					
6109 Foreman-Glaziers	36,803	1415.50	141.55	17.70	26.55
6110 Glazier II (Journeyman)	34,306	1319.50	131.95	16.50	24.75
6111 Glazier I - Step 1	17,801	684.70	68.47	8.56	12.84
6111 Glazier I - Step 2	18,873	725.90	72.59	9.08	13.62
6111 Glazier I - Step 3	22,303	857.80	85.78	10.73	16.10
6111 Glazier I - Step 4	25,732	989.70	98.97	12.38	18.57
6111 Glazier I - Step 5	29,161	1121.60	112.16	14.02	21.03

JOB JOB  
CODE TITLE

ANNUAL

BIWEEKLY

DAILY

HOURLY

OVERTIME

# MASONS

6202 Foreman-Masons	36,803	1415.50	141.55	17.70	26.55
6200 Mason II (Journeyman)	34,306	1319.50	131.95	16.50	24.75
6201 Mason I - Step 1	19,121	735.50	73.55	9.20	13.80
6201 Mason I - Step 2	22,304	857.90	85.79	10.73	16.10
6201 Mason I - Step 3	25,732	989.70	98.97	12.38	18.57
6201 Mason I - Step 4	29,161	1121.60	112.16	14.02	21.03

# PAINTERS

6351 Foreman-Painters	34,276	1318.30	131.83	16.48	24.72
6354 Spray Painter	33,858	1302.30	130.23	16.28	24.42
6350 Painter II (Journeyman)	31,794	1222.90	122.29	15.29	22.94
6352 Painter I - Step 1	17,801	684.70	68.47	8.56	12.84
6352 Painter I - Step 2	20,669	795.00	79.50	9.94	14.91
6352 Painter I - Step 3	23,849	917.30	91.73	11.47	17.21
6352 Painter I - Step 4	27,026	1039.50	103.95	13.00	19.50

# PLUMBERS

6280 Foreman-Plumbers	39,275	1510.60	151.06	18.89	28.34
6281 Plumber II (Journeyman)	36,780	1414.70	141.47	17.69	26.54
6282 Plumber I - Step 1	17,801	684.70	68.47	8.56	12.84
6282 Plumber I - Step 2	20,228	778.00	77.80	9.73	14.60
6282 Plumber I - Step 3	23,907	919.50	91.95	11.50	17.25
6282 Plumber I - Step 4	27,583	1060.90	106.09	13.27	19.91
6282 Plumber I - Step 5	31,262	1202.40	120.24	15.03	22.55
6282 Plumber I - Step 6	33,102	1273.20	127.32	15.92	23.88

# REFRIGERATION MECHANICS

6309 Foreman-AC and Refrigeration	39,471	1518.20	151.82	18.98	28.47
6310 Refrigeration Mechanic II (Journeyman)	36,975	1422.20	142.22	17.78	26.67
6313 Refrigeration Mechanic I - Step 1	19,811	762.00	76.20	9.53	14.30
6313 Refrigeration Mechanic I - Step 2	20,337	782.20	78.22	9.78	14.67
6313 Refrigeration Mechanic I - Step 3	24,064	925.50	92.55	11.57	17.36
6313 Refrigeration Mechanic I - Step 4	27,73	1066.60	106.66	13.34	20.01
6313 Refrigeration Mechanic I - Step 5	31,431	1208.90	120.89	15.12	22.68

JOB  
CODE

## ROOFERS

	ANNUAL	BWEEKLY	DAILY	HOURLY	ERTIME
6330 Foreman-Roofers	34,566	1329.50	132.95	16.62	24.93
6331 Roofers II (Journeyman)	32,068	1233.40	123.34	15.42	23.13
6332 Roofer I - Step 1	19,121	735.50	73.55	9.20	13.80
6332 Roofer I - Step 2	20,845	801.80	80.18	10.03	15.05
6332 Roofer I - Step 3	24,051	925.10	92.51	11.57	17.36
6332 Roofer I - Step 4	27,257	1048.40	104.84	13.11	19.67

## SHEET METAL WORKERS

6402 Foreman-Sheet Metal Worker	40,091	1542.00	154.20	19.28	28.92
6400 Sheet Metal Worker II (Journeyman)	37,594	1446.00	144.60	18.08	27.12
6401 Sheet Metal Worker - Step 1	19,811	762.00	76.20	9.53	14.30
6401 Sheet Metal Worker - Step 2	20,679	795.40	79.54	9.95	14.93
6401 Sheet Metal Worker - Step 3	24,439	940.00	94.00	11.75	17.63
6401 Sheet Metal Worker - Step 4	28,199	1084.60	108.46	13.56	20.34
6401 Sheet Metal Worker - Step 5	31,956	1229.10	122.91	15.37	23.06

## SOUND AND COMMUNICATION TECHNICIANS

6006 Foreman-Sound & Communication Technicians	38,267	1471.80	147.18	18.40	27.60
6005 Sound & Communication Tech (Journeyman)	35,772	1375.90	137.59	17.20	25.80
6004 Sound & Communication Tech Maint	27,302	1050.10	105.01	13.13	19.70
6003 Sound & Communication I - Step 1	17,546	674.90	67.49	8.44	12.66
6003 Sound & Communication I - Step 2	19,676	756.80	75.68	9.46	14.19
6003 Sound & Communication I - Step 3	23,253	894.40	89.44	11.18	16.77
6003 Sound & Communication I - Step 4	26,830	1032.00	103.20	12.90	19.35
6003 Sound & Communication I - Step 5	30,407	1169.50	116.95	14.62	21.93

## STEAMFITTERS

6285 Foreman-Heat Systems & Pipe Fitters	39,466	1518.00	151.80	18.98	28.47
6283 Steamfitter II (Journeyman)	36,973	1422.10	142.21	17.78	26.67
6287 Pipe Fitter Gas Systems II (Journeyman)	36,780	1414.70	141.47	17.69	26.54
6288 Pipe Fitter Gas Systems I *	17,801	684.70	68.47	8.56	12.84
6266 Steamfitter I - Step 1	17,801	684.70	68.47	8.56	12.84
6266 Steamfitter I - Step 2	20,339	782.30	78.23	9.78	14.67
6266 Steamfitter I - Step 3	24,033	924.40	92.44	11.56	17.34
6266 Steamfitter I - Step 4	27,731	1066.60	106.66	13.34	20.01
6266 Steamfitter I - Step 5	31,491	1211.20	121.12	15.14	22.71
6266 Steamfitter I - Step 6	33,102	1273.20	127.32	15.92	23.88

\*Steps 1, 2, 3, 4, 5, and 6 same as Plumber I

JOB CODE	JOB TITLE	ANNUAL	BIWEEKLY	DAILY	HOURLY	OVERTIME
WELDERS						
6443	Foreman-Welders	39,624	1524.00	152.40	19.05	28.58
6440	Welder II (Journeyman)	37,125	1427.90	142.79	17.85	26.78
6441	Welder I - Step 1	19,121	735.50	73.55	9.20	13.80
6441	Welder I - Step 2	20,422	785.50	78.55	9.82	14.73
6441	Welder I - Step 3	24,132	928.20	92.82	11.61	17.42
6441	Welder I - Step 4	27,846	1071.00	107.10	13.39	20.09
6441	Welder I - Step 5	31,556	1213.70	121.37	15.18	22.77
6016	Trades Helper	17,227	662.60	66.26	8.29	12.44
6312	Insulation Workers	37,935	1459.10	145.91	18.24	27.36
6444	Zone Mechanic	35,665	1371.80	137.18	17.15	25.73
6445	Zone Mechanic - Certified	37,097	1426.80	142.68	17.84	26.76
6359	Construction Estimator	37,654	1448.30	144.83	18.11	27.17
6446	Area General Foreman	43,225	1662.50	166.25	20.79	31.19
6447	Area General Foreman - Zone Mechanic	43,225	1662.50	166.25	20.79	31.19
6320	Trades Master	43,225	1662.50	166.25	20.79	31.19
6000	Temp. Supervision *Project Foreman (\$0.75/hr.)					

## APPENDIX E

## SALARY SCHEDULE H1 - 1990-91

Effective October 5, 1990

DCSMEC - Journeyman and Related Building Trades Helpers

JOB JOB CODE TITLE	ANNUAL	BIWEEKLY	DAILY	HOURLY	OVERTIME
6043 Temp. Carpenter II (Journ.)	28,668	1102.70	110.27	13.79	20.69
6044 Temp. Carpenter-Locksmith (Journ.)	28,668	1102.70	110.27	13.79	20.69
6045 Temp. Carpenter II - Mill	28,668	1102.70	110.27	13.79	20.69
6046 Temp. Carpenter II - Floor	28,668	1102.70	110.27	13.79	20.69
6047 Temp. Carpenter II - Ceiling	28,668	1102.70	110.27	13.79	20.69
6048 Temp. Carpenter II - Termites	28,668	1102.70	110.27	13.79	20.69
6049 Temp. Electrician II (Journ.)	32,958	1267.70	126.77	15.85	23.78
6050 Temp. Glazier II (Journ.)	29,161	1121.60	112.16	14.02	21.03
6051 Temp. Mason II (Journ.)	29,161	1121.60	112.16	14.02	21.03
6052 Temp. Spray Painter	28,780	1107.00	110.70	13.84	20.76
6053 Temp. Painter II (Journ.)	27,025	1039.50	103.95	13.00	19.50
6054 Temp. Plumber II (Journ.)	33,102	1273.20	127.32	15.92	23.88
6055 Temp. Refrigeration Mechanic II (Journ.)	33,278	1280.00	128.00	16.00	24.00
6056 Temp. Roofer II (Journ.)	27,258	1048.40	104.84	13.11	19.67
6057 Temp. Sheet Metal Worker II (Journ.)	33,835	1301.40	130.14	16.27	24.41
6058 Temp. Sound & Communication Tech. (Journ.)	30,407	1169.50	116.95	14.62	21.93
6059 Temp. Steamfitter II (Journ.)	33,276	1279.90	127.99	16.00	24.00
6060 Temp. Pipe Fitter Gas Systems II (Journ.)	33,102	1273.20	127.32	15.92	23.88
6061 Temp. Welder II (Journ.)	31,557	1213.80	121.38	15.18	22.77
6062 Temp. Insulation Worker	32,245	1240.20	124.02	15.51	23.27

## APPENDIX E

SALARY SCHEDULE HO - 1981-82  
Effective the first pay period of October, 1981

## DCSMEC - Journeyman and Related Building Trades Helpers

JOB JOB CODE TITLE	ANNUAL	BIWEEKLY	DAILY	HOURLY	OVERTIME
CARPENTERS					
6019 Foreman-Carpenters/Locks	36,951	1421.20	142.12	17.77	26.66
6020 Foreman-Mill	36,951	1421.20	142.12	17.77	26.66
6029 Foreman-Carpenter/Floor and Ceiling	36,951	1421.20	142.12	17.77	26.66
6030 Carpenter-Foreman	36,951	1421.20	142.12	17.77	26.66
6021 Carpenter II (Journeyman)	34,402	1323.20	132.32	16.54	24.81
6018 Carpenter-Locksmith (Journeyman)	34,402	1323.20	132.32	16.54	24.81
6025 Carpenter II-Mill	34,402	1323.20	132.32	16.54	24.81
6026 Carpenter II-Floor	34,402	1323.20	132.32	16.54	24.81
6027 Carpenter II-Ceiling	34,402	1323.20	132.32	16.54	24.81
6028 Carpenter II-Termites	34,402	1323.20	132.32	16.54	24.81
6024 Carpenter I-Step 1	18,158	698.40	69.84	8.73	13.10
6024 Carpenter I-Step 2	18,924	727.90	72.79	9.10	13.65
6024 Carpenter I-Step 3	22,367	860.30	86.03	10.76	16.14
6024 Carpenter I-Step 4	25,804	992.50	99.25	12.41	18.62
6024 Carpenter I-Step 5	29,244	1124.80	112.48	14.06	21.09
ELECTRICIANS					
6039 Foreman-Electricians	39,898	1534.60	153.46	19.19	28.79
6041 Electrician II (Journeyman)	37,353	1436.70	143.67	17.96	26.94
6042 Electrician I - Step 1	19,504	750.20	75.02	9.38	14.07
6042 Electrician I - Step 2	20,547	790.30	79.03	9.88	14.82
6042 Electrician I - Step 3	24,282	934.00	93.40	11.68	17.52
6042 Electrician I - Step 4	28,015	1077.50	107.75	13.47	20.21
6042 Electrician I - Step 5	31,751	1221.20	122.12	15.27	22.91
GLAZIERS					
6109 Foreman-Glaziers	37,540	1443.90	144.39	18.05	27.08
6110 Glazier II (Journeyman)	34,993	1345.90	134.59	16.83	25.25
6111 Glazier I - Step 1	18,158	698.40	69.84	8.73	13.10
6111 Glazier I - Step 2	19,251	740.50	74.05	9.26	13.89
6111 Glazier I - Step 3	22,750	875.00	87.50	10.94	16.41
6111 Glazier I - Step 4	26,247	1009.50	100.95	12.62	18.93
6111 Glazier I - Step 5	29,745	1144.10	114.41	14.31	21.47

JOB  
CODE

## MASONS

ANNUAL

BIWEEKLY

DAILY

HOURLY

ERTIME

6202 Foreman-Masons	37,540	1443.90	144.39	18.05	27.08
6200 Mason II (Journeyman)	34,993	1345.90	134.59	16.83	25.25
6201 Mason I - Step 1	19,504	750.20	75.02	9.38	14.07
6201 Mason I - Step 2	22,751	875.10	87.51	10.94	16.41
6201 Mason I - Step 3	26,247	1009.50	100.95	12.62	18.93
6201 Mason I - Step 4	29,745	1144.10	114.41	14.31	21.47

## PAINTERS

6351 Foreman-Painters	34,962	1344.70	134.47	16.81	25.22
6354 Spray Painter	34,536	1328.30	132.83	16.61	24.92
6350 Painter II (Journeyman)	32,430	1247.30	124.73	15.60	23.40
6352 Painter I - Step 1	18,158	698.40	69.84	8.73	13.10
6352 Painter I - Step 2	21,083	810.90	81.09	10.14	15.21
6352 Painter I - Step 3	24,326	935.70	93.57	11.70	17.55
6352 Painter I - Step 4	27,567	1060.30	106.03	13.26	19.89

## PLUMBERS

6280 Foreman-Plumbers	40,061	1540.80	154.08	19.26	28.89
6281 Plumber II (Journeyman)	37,516	1443.00	144.30	18.04	27.06
6282 Plumber I - Step 1	18,158	698.40	69.84	8.73	13.10
6282 Plumber I - Step 2	20,633	793.60	79.36	9.92	14.88
6282 Plumber I - Step 3	24,386	938.00	93.80	11.73	17.60
6282 Plumber I - Step 4	28,135	1082.20	108.22	13.53	20.30
6282 Plumber I - Step 5	31,888	1226.50	122.65	15.34	23.01
6282 Plumber I - Step 6	33,765	1298.70	129.87	16.24	24.36

## REFRIGERATION MECHANICS

6309 Foreman-AC and Refrigeration	40,261	1548.50	154.85	19.36	29.04
6310 Refrigeration Mechanic II (Journeyman)	37,715	1450.60	145.06	18.14	27.21
6313 Refrigeration Mechanic I - Step 1	20,208	777.30	77.73	9.72	14.58
6313 Refrigeration Mechanic I - Step 2	20,744	797.90	79.79	9.98	14.97
6313 Refrigeration Mechanic I - Step 3	24,543	944.00	94.40	11.80	17.70
6313 Refrigeration Mechanic I - Step 4	28,286	1088.00	108.80	13.60	20.40
6313 Refrigeration Mechanic I - Step 5	32,059	1233.10	123.31	15.42	23.13

JOB CODE	JOB TITLE	ANNUAL	BIWEEKLY	DAILY	HOURLY	OVERTIME
<b>ROOFERS</b>						
6330	Foreman-Roofers	35,258	1356.10	135.61	16.96	25.44
6331	Roofers II (Journeyman)	32,710	1258.10	125.81	15.73	23.60
6332	Roofers I - Step 1	19,504	750.20	75.02	9.38	14.07
6332	Roofers I - Step 2	21,262	817.80	81.78	10.23	15.35
6332	Roofers I - Step 3	24,533	943.60	94.36	11.80	17.70
6332	Roofers I - Step 4	27,803	1069.40	106.94	13.37	20.06
<b>SHEET METAL WORKERS</b>						
6402	Foreman-Sheet Metal Worker	40,893	1572.80	157.28	19.66	29.49
6400	Sheet Metal Worker II (Journeyman)	38,346	1474.90	147.49	18.44	27.66
6401	Sheet Metal Worker - Step 1	20,208	777.30	77.73	9.72	14.58
6401	Sheet Metal Worker - Step 2	21,093	811.30	81.13	10.15	15.23
6401	Sheet Metal Worker - Step 3	24,928	958.80	95.88	11.99	17.99
6401	Sheet Metal Worker - Step 4	28,763	1106.30	110.63	13.83	20.75
6401	Sheet Metal Worker - Step 5	32,596	1253.70	125.37	15.68	23.52
<b>SOUND AND COMMUNICATION TECHNICIANS</b>						
6006	Foreman-Sound & Communication Technicians	39,033	1501.30	150.13	18.77	28.16
6005	Sound & Communication Tech (Journeyman)	36,488	1403.40	140.34	17.55	26.33
6004	Sound & Communication Tech Maint	27,849	1071.20	107.12	13.39	20.09
6003	Sound & Communication I - Step 1	17,897	688.40	68.84	8.61	12.92
6003	Sound & Communication I - Step 2	20,070	772.00	77.20	9.65	14.48
6003	Sound & Communication I - Step 3	23,719	912.30	91.23	11.41	17.12
6003	Sound & Communication I - Step 4	27,367	1052.60	105.26	13.16	19.74
6003	Sound & Communication I - Step 5	31,016	1193.00	119.30	14.92	22.38
<b>STEAMFITTERS</b>						
6285	Foreman-Heat Systems & Pipe Fitters	40,256	1548.30	154.83	19.36	29.04
6283	Steamfitter II (Journeyman)	37,713	1450.50	145.05	18.14	27.21
6287	Pipe Fitter Gas Systems II (Journeyman)	37,516	1443.00	144.30	18.04	27.06
6288	Pipe Fitter Gas Systems I *	18,158	698.40	69.84	8.73	13.10
6266	Steamfitter I - Step 1	18,158	698.40	69.84	8.73	13.10
6266	Steamfitter I - Step 2	20,746	798.00	79.80	9.98	14.97
6266	Steamfitter I - Step 3	24,514	942.90	94.29	11.79	17.69
6266	Steamfitter I - Step 4	28,286	1088.00	108.80	13.60	20.40
6266	Steamfitter I - Step 5	32,121	1235.50	123.55	15.45	23.18
6266	Steamfitter I - Step 6	33,765	1298.70	129.87	16.24	24.36

\*Steps 1, 2, 3, 4, 5, and 6 same as Plumber I



JOB CODE	JOB TITLE	ANNUAL	BIWEEKLY	DAILY	HOURLY	OVERTIME
WELDERS						
6443	Foreman-Welders	40,417	1554.50	155.45	19.44	29.16
6440	Welder II (Journeyman)	37,868	1456.50	145.65	18.21	27.32
6441	Welder I - Step 1	19,504	750.20	75.02	9.38	14.07
6441	Welder I - Step 2	20,831	801.20	80.12	10.02	15.03
6441	Welder I - Step 3	24,615	946.80	94.68	11.84	17.76
6441	Welder I - Step 4	28,403	1092.50	109.25	13.66	20.49
6441	Welder I - Step 5	32,188	1238.00	123.80	15.48	23.22
6016	Trades Helper	17,572	675.90	67.59	8.45	12.68
6312	Insulation Workers	38,694	1488.30	148.83	18.61	27.92
6444	Zone Mechanic	36,379	1399.20	139.92	17.49	26.24
6445	Zone Mechanic - Certified	37,839	1455.40	145.54	18.20	27.30
6359	Construction Estimator	38,408	1477.30	147.73	18.47	27.71
6446	Area General Foreman	44,090	1695.80	169.58	21.20	31.80
6447	Area General Foreman - Zone Mechanic	44,090	1695.80	169.58	21.20	31.80
6320	Trades Master	44,090	1695.80	169.58	21.20	31.80

# APPENDIX E

SALARY SCHEDULE H1 - 1991-92  
Effective the first pay period of October, 1991

DCSMEC - Journeyman and Related Building Trades Helpers

JOB JOB CODE TITLE	ANNUAL	BIWEEKLY	DAILY	HOURLY	OVERTIME
6043 Temp. Carpenter II (Journ.)	29,815	1146.80	114.68	14.34	21.51
6044 Temp. Carpenter-Locksmith (Journ.)	29,815	1146.80	114.68	14.34	21.51
6045 Temp. Carpenter II - Mill	29,815	1146.80	114.68	14.34	21.51
6046 Temp. Carpenter II - Floor	29,815	1146.80	114.68	14.34	21.51
6047 Temp. Carpenter II - Ceiling	29,815	1146.80	114.68	14.34	21.51
6048 Temp. Carpenter II - Termites	29,815	1146.80	114.68	14.34	21.51
6049 Temp. Electrician II (Journ.)	34,277	1318.40	131.84	16.48	24.72
6050 Temp. Glazier II (Journ.)	30,328	1166.50	116.65	14.59	21.89
6051 Temp. Mason II (Journ.)	30,328	1166.50	116.65	14.59	21.89
6052 Temp. Spray Painter	29,932	1151.30	115.13	14.40	21.60
6053 Temp. Painter II (Journ.)	28,106	1081.00	108.10	13.52	20.28
6054 Temp. Plumber II (Journ.)	34,427	1324.20	132.42	16.56	24.84
6055 Temp. Refrigeration Mechanic II (Journ.)	34,610	1331.20	133.12	16.64	24.96
6056 Temp. Roofer II (Journ.)	28,349	1090.40	109.04	13.63	20.45
6057 Temp. Sheet Metal Worker II (Journ.)	35,189	1353.50	135.35	16.92	25.38
6058 Temp. Sound & Communication Tech. (Journ.)	31,624	1216.30	121.63	15.21	22.82
6059 Temp. Steamfitter II (Journ.)	34,608	1331.10	133.11	16.64	24.96
6060 Temp. Pipe Fitter Gas Systems II (Journ.)	34,427	1324.20	132.42	16.56	24.84
6061 Temp. Welder II (Journ.)	32,820	1262.30	126.23	15.78	23.67
6062 Temp. Insulation Worker	33,535	1289.80	128.98	16.13	24.20

## APPENDIX E

SCHEDULE HO - 1992-93  
Effective first pay period of October, 1992

## DCSMEC - Journeyman and Related Building Trades Helpers

JOB JOB CODE TITLE	ANNUAL	BIWEEKLY	DAILY	HOURLY	OVERTIME
CARPENTERS					
6019 Foreman-Carpenters/Locks	37,691	1449.70	144.97	18.13	27.20
6020 Foreman-Mill	37,691	1449.70	144.97	18.13	27.20
6029 Foreman-Carpenter/Floor and Ceiling	37,691	1449.70	144.97	18.13	27.20
6030 Carpenter-Foreman	37,691	1449.70	144.97	18.13	27.20
6021 Carpenter II (Journeyman)	35,091	1349.70	134.97	16.88	25.32
6018 Carpenter-Locksmith (Journeyman)	35,091	1349.70	134.97	16.88	25.32
6025 Carpenter II-Mill	35,091	1349.70	134.97	16.88	25.32
6026 Carpenter II-Floor	35,091	1349.70	134.97	16.88	25.32
6027 Carpenter II-Ceiling	35,091	1349.70	134.97	16.88	25.32
6028 Carpenter II-Termites	35,091	1349.70	134.97	16.88	25.32
6024 Carpenter I-Step 1	18,522	712.40	71.24	8.91	13.37
6024 Carpenter I-Step 2	19,303	742.50	74.25	9.29	13.94
6024 Carpenter I-Step 3	22,815	877.50	87.75	10.97	16.46
6024 Carpenter I-Step 4	26,321	1012.40	101.24	12.66	18.99
6024 Carpenter I-Step 5	29,829	1147.30	114.73	14.35	21.53
ELECTRICIANS					
6039 Foreman-Electricians	40,696	1565.30	156.53	19.57	29.36
6041 Electrician II (Journeyman)	38,101	1465.50	146.55	18.32	27.48
6042 Electrician I - Step 1	19,895	765.20	76.52	9.57	14.36
6042 Electrician I - Step 2	20,958	806.10	80.61	10.08	15.12
6042 Electrician I - Step 3	24,768	952.70	95.27	11.91	17.87
6042 Electrician I - Step 4	28,576	1099.10	109.91	13.74	20.61
6042 Electrician I - Step 5	32,387	1245.70	124.57	15.58	23.37
GLAZIERS					
6109 Foreman-Glaziers	38,291	1472.80	147.28	18.41	27.62
6110 Glazier II (Journeyman)	35,693	1372.80	137.28	17.16	25.74
6111 Glazier I - Step 1	18,522	712.40	71.24	8.91	13.37
6111 Glazier I - Step 2	19,637	755.30	75.53	9.45	14.18
6111 Glazier I - Step 3	23,205	892.50	89.25	11.16	16.74
6111 Glazier I - Step 4	26,772	1029.70	102.97	12.88	19.32
6111 Glazier I - Step 5	30,340	1167.00	116.70	14.59	21.89

JOB  
CODE TITLE

ANNUAL

BIWEEKLY

DAILY

HOURLY

OVERTIME

# MASONS

6202 Foreman-Masons	38,291	1472.80	147.28	18.41	27.62
6200 Mason II (Journeyman)	35,693	1372.80	137.28	17.16	25.74
6201 Mason I - Step 1	19,895	765.20	76.52	9.57	14.36
6201 Mason I - Step 2	23,207	892.60	89.26	11.16	16.74
6201 Mason I - Step 3	26,772	1029.70	102.97	12.88	19.32
6201 Mason I - Step 4	30,340	1167.00	116.70	14.59	21.89

# PAINTERS

6351 Foreman-Painters	35,662	1371.70	137.17	17.15	25.73
6354 Spray Painter	35,227	1354.90	135.49	16.94	25.41
6350 Painter II (Journeyman)	33,079	1272.30	127.23	15.91	23.87
6352 Painter I - Step 1	18,522	712.40	71.24	8.91	13.37
6352 Painter I - Step 2	21,505	827.20	82.72	10.34	15.51
6352 Painter I - Step 3	24,813	954.40	95.44	11.93	17.90
6352 Painter I - Step 4	28,119	1081.50	108.15	13.52	20.28

# PLUMBERS

6280 Foreman-Plumbers	40,863	1571.70	157.17	19.65	29.48
6281 Plumber II (Journeyman)	38,267	1471.80	147.18	18.40	27.60
6282 Plumber I - Step 1	18,522	712.40	71.24	8.91	13.37
6282 Plumber I - Step 2	21,046	809.50	80.95	10.12	15.18
6282 Plumber I - Step 3	24,874	956.70	95.67	11.96	17.94
6282 Plumber I - Step 4	28,698	1103.80	110.38	13.80	20.70
6282 Plumber I - Step 5	32,526	1251.00	125.10	15.64	23.46
6282 Plumber I - Step 6	34,441	1324.70	132.47	16.56	24.84

# REFRIGERATION MECHANICS

6309 Foreman-AC and Refrigeration	41,067	1579.50	157.95	19.75	29.63
6310 Refrigeration Mechanic II (Journeyman)	38,470	1479.70	147.97	18.50	27.75
6313 Refrigeration Mechanic I - Step 1	20,613	792.80	79.28	9.91	14.87
6313 Refrigeration Mechanic I - Step 2	21,159	813.80	81.38	10.18	15.27
6313 Refrigeration Mechanic I - Step 3	25,034	962.90	96.29	12.04	18.06
6313 Refrigeration Mechanic I - Step 4	28,852	1109.70	110.97	13.88	20.82
6313 Refrigeration Mechanic I - Step 5	32,701	1257.80	125.78	15.73	23.60

JOB  
CODE

ROOFERS

	ANNUAL	BIWEEKLY	DAILY	HOURLY	TIME
6330 Foreman-Roofers	35,964	1383.30	138.33	17.30	25.95
6331 Roofers II (Journeyman)	33,365	1283.30	128.33	16.05	24.08
6332 Roofer I - Step 1	19,895	765.20	76.52	9.57	14.36
6332 Roofer I - Step 2	21,688	834.20	83.42	10.43	15.65
6332 Roofer I - Step 3	25,024	962.50	96.25	12.04	18.06
6332 Roofer I - Step 4	28,360	1090.80	109.08	13.64	20.46

#### SHEET METAL WORKERS

6402 Foreman-Sheet Metal Worker	41,711	1604.30	160.43	20.06	30.09
6400 Sheet Metal Worker II (Journeyman)	39,113	1504.40	150.44	18.81	28.22
6401 Sheet Metal Worker - Step 1	20,613	792.80	79.28	9.91	14.87
6401 Sheet Metal Worker - Step 2	21,515	827.50	82.75	10.35	15.53
6401 Sheet Metal Worker - Step 3	25,427	978.00	97.80	12.23	18.35
6401 Sheet Metal Worker - Step 4	29,339	1128.50	112.85	14.11	21.17
6401 Sheet Metal Worker - Step 5	33,248	1278.80	127.88	15.99	23.99

#### SOUND AND COMMUNICATION TECHNICIANS

6006 Foreman-Sound & Communication Technicians	39,814	1531.30	153.13	19.15	28.73
6005 Sound & Communication Tech (Journeyman)	37,218	1431.50	143.15	17.90	26.85
6004 Sound & Communication Tech Maint	28,406	1092.60	109.26	13.66	20.49
6003 Sound & Communication I - Step 1	18,255	702.20	70.22	8.78	13.17
6003 Sound & Communication I - Step 2	20,472	787.40	78.74	9.85	14.78
6003 Sound & Communication I - Step 3	24,194	930.60	93.06	11.64	17.46
6003 Sound & Communication I - Step 4	27,915	1073.70	107.37	13.43	20.15
6003 Sound & Communication I - Step 5	31,637	1216.80	121.68	15.21	22.82

#### STEAMFITTERS

6285 Foreman-Heat Systems & Pipe Fitters	41,062	1579.30	157.93	19.75	29.63
6283 Steamfitter II (Journeyman)	38,468	1479.60	147.96	18.50	27.75
6287 Pipe Fitter Gas Systems II (Journeyman)	38,267	1471.80	147.18	18.40	27.60
6288 Pipe Fitter Gas Systems I *	18,522	712.40	71.24	8.91	13.37
6266 Steamfitter I - Step 1	18,522	712.40	71.24	8.91	13.37
6266 Steamfitter I - Step 2	21,161	813.90	81.39	10.18	15.27
6266 Steamfitter I - Step 3	25,005	961.80	96.18	12.03	18.05
6266 Steamfitter I - Step 4	28,852	1109.70	110.97	13.88	20.82
6266 Steamfitter I - Step 5	32,764	1260.20	126.02	15.76	23.64
6266 Steamfitter I - Step 6	34,441	1324.70	132.47	16.56	24.84

\*Steps 1, 2, 3, 4, 5, and 6 same as Plumber I

JOB CODE	JOB TITLE
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## WELDERS

6443 Foreman-Welders	41,226	1585.70	158.57	19.83	29.75
6440 Welder II (Journeyman)	38,626	1485.70	148.57	18.58	27.87
6441 Welder I - Step 1	19,895	765.20	76.52	9.57	14.36
6441 Welder I - Step 2	21,248	817.30	81.73	10.22	15.33
6441 Welder I - Step 3	25,108	965.70	96.57	12.08	18.12
6441 Welder I - Step 4	28,972	1114.30	111.43	13.93	20.90
6441 Welder I - Step 5	32,832	1262.80	126.28	15.79	23.69
6016 Trades Helper	17,924	689.40	68.94	8.62	12.93
6312 Insulation Workers	39,468	1518.00	151.80	18.98	28.47
6444 Zone Mechanic	37,107	1427.20	142.72	17.84	26.76
6445 Zone Mechanic - Certified	38,596	1484.50	148.45	18.56	27.84
6359 Construction Estimator	39,177	1506.80	150.68	18.84	28.26
6446 Area General Foreman	44,972	1729.70	172.97	21.63	32.45
6447 Area General Foreman - Zone Mechanic	44,972	1729.70	172.97	21.63	32.45
6320 Trades Master	44,972	1729.70	172.97	21.63	32.45
6000 Temp. Supervision "Project Foreman (\$0.75/hr.)					

## APPENDIX E

SALARY SCHEDULE H1 - 1992-93  
Effective the first pay period of October, 1992

DCSMEC - Journeyman and Related Building Trades Helpers

JOB JOB CODE TITLE	ANNUAL	BIWEEKLY	DAILY	HOURLY	OVERTIME
6043 Temp. Carpenter II (Journ.)	31,008	1192.70	119.27	14.91	22.37
6044 Temp. Carpenter-Locksmith (Journ.)	31,008	1192.70	119.27	14.91	22.37
6045 Temp. Carpenter II - Mill	31,008	1192.70	119.27	14.91	22.37
6046 Temp. Carpenter II - Floor	31,008	1192.70	119.27	14.91	22.37
6047 Temp. Carpenter II - Ceiling	31,008	1192.70	119.27	14.91	22.37
6048 Temp. Carpenter II - Termites	31,008	1192.70	119.27	14.91	22.37
6049 Temp. Electrician II (Journ.)	35,649	1371.20	137.12	17.14	25.71
6050 Temp. Glazier II (Journ.)	31,542	1213.20	121.32	15.17	22.76
6051 Temp. Mason II (Journ.)	31,542	1213.20	121.32	15.17	22.76
6052 Temp. Spray Painter	31,130	1197.30	119.73	14.97	22.46
6053 Temp. Painter II (Journ.)	29,231	1124.30	112.43	14.06	21.09
6054 Temp. Plumber II (Journ.)	35,805	1377.20	137.72	17.22	25.83
6055 Temp. Refrigeration Mechanic II (Journ.)	35,995	1384.50	138.45	17.31	25.97
6056 Temp. Roofer II (Journ.)	29,483	1134.00	113.40	14.18	21.27
6057 Temp. Sheet Metal Worker II (Journ.)	36,597	1407.60	140.76	17.60	26.40
6058 Temp. Sound & Communication Tech. (Journ.)	32,889	1265.00	126.50	15.82	23.73
6059 Temp. Steamfitter II (Journ.)	35,993	1384.40	138.44	17.31	25.97
6060 Temp. Pipe Fitter Gas Systems II (Journ.)	35,805	1377.20	137.72	17.22	25.83
6061 Temp. Welder II (Journ.)	34,133	1312.80	131.28	16.41	24.62
6062 Temp. Insulation Worker	34,877	1341.50	134.15	16.77	25.16

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School Board Ratification: December 5, 1990

Bargaining Unit Ratification: November 26, 1990

The School Board of Dade County, Florida adheres to a policy of nondiscrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin.

Title VII of the Civil Rights Act of 1964, as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin.

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex.

Age Discrimination Act of 1967, as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40.

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the handicapped.

Florida Educational Equity Act - prohibits discrimination on the basis of race, sex, national origin, marital status or handicap against a student or employee.

Veterans are provided re-employment rights in accordance with P.L. 93-508 (Federal) and Section 295.07, Florida Statutes, which also stipulates categorical preferences for employment.